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July 25, 2017

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By ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

RE: Ex Parte Submission
WC Docket No. 17-126
ITC-T/C-20170511-00094
ITC-T/C-20170511-00095

CALIFORNIA
DELAWARE
ILLINOIS
NEW JERSEY
NEW YORK
PENNSYLVANIA
WASHINGTON D.C.
WISCONSIN

Dear Ms. Dortch:

The Wright Petitioners, by and through their counsel, and pursuant to Section 1.1206(b) of the Commission's rules, hereby submit this additional Ex Parte Response to the July 21, 2017 Ex Parte Submission ("July 21 Ex Parte Notice") filed by counsel for Securus Investment Holdings, LLC, Securus Technologies, Inc., T-NETIX, Inc., and T-NETIX Telecommunications Services, Inc. (collectively, "Securus") and SCRS Acquisition Corporation ("Platinum Equity").

The July 21st Notice was a response to an apparent request by "certain staff in the Federal Communications Commission Wireline Competition Bureau ("WCB")," and listed several "Post-Closing Initiatives" that it pledged to enter into if the Commission would grant the above-referenced applications.¹

One of the new "Post-Closing Initiatives" that Securus and Platinum Equity have decided to offer to one or more state departments of corrections, is its THREADS™ service. As described by Securus and Platinum Equity in the July 21 Ex Parte presentation, THREADS™ is:

the only call pattern analysis and alerting solution that was designed and built exclusively for law enforcement and corrections use to identify trends within inmate calling patterns and issue an indicator when pattern changes occur.²

¹ See July 21 Ex Parte Notice, pg. 1.

² See July 21 Ex Parte Notice, pg. 3

After further investigation, this THREADS™ service, which appears to be paired with a Location-Based Service that tracks in real-time the geographic location of those receiving calls from inmates, raises serious consumer privacy concerns.

According to existing contracts, an example of which is provided as Exhibit A, the THREADS™ and Location-Based Service offerings are included as part of an agreement with a correctional institution. Once the "Community Use Agreement" is signed, a correctional institution gains immediate access to:

- More than 600,000 non-incarcerated people with billing name and address;
- More than 950,000 inmates;
- More than 1,900 correctional facilities; and
- More than 100,000,000 call records between inmates and called parties.³

In addition, apparently correctional institutions are able to import data into the THREADS™ database, including:

- Cell forensics information from confiscated cell phones (text messages, emails, call records, contacts, pictures, etc.)
- Subpoenaed public phone records
- Cell tower dumps, which includes information an hour before and an hour after a crime occurred
- Pictures
- Mail
- Criminal events

Also, Securus' THREADS™ database appears to be tied to its Location-Based Service offering, which enables correctional authorities to track, in real time:

³ See Securus Technologies – THREADS (<https://www.securustechnologies.com/solutions/investigative-solutions/investigation/securus-threads>).

- cellular telephones within a specific radius of your facility;
- cellular telephones in an area of interest;
- calls to cellular telephones in a geographic area of interest to correctional institutions;
- the location of a cellular telephone even if it is not currently involved with a call to an inmate, with appropriate authorization.⁴

Given the substantial level of personally identifiable information contained in the THREADS™ nationwide database, and the related ability through the Location-Based Service enabling correctional institutions to track the *recipients* of phone calls from inmates, even when they are not currently engaged in a call, it would appear that Securus may have been violating Section 222 of the Communications Act.

In particular, Section 222(a) of the Communications Act of 1934, as amended, sets forth an affirmative duty of telecommunication carriers to protect the confidentiality of consumer proprietary information.⁵ In addition, Section 222(c) of the Communications Act, as amended, set forth additional obligations regarding the collection of consumer data regarding their use of the telecommunication carrier's network. Specifically, Section 222(c)(1) states:

Except as required by law or with the approval of the customer, a telecommunications carrier that receives or obtains customer proprietary network information by virtue of its provision of a telecommunications service shall only use, disclose, or permit access to individually identifiable customer proprietary network information in its provision of (A) the telecommunications service from which such information is derived, or (B) services necessary to, or used in, the provision of such telecommunications service, including the publishing of directories.⁶

⁴ See Securus Technologies LBS (<https://www.securustechnologies.com/solutions/investigative-solutions/investigation/securus-lbs>). See also Exhibit A.

⁵ 47 U.S.C. §222(a).

⁶ 47 U.S.C. §222(c)(1).

Additionally, Section 222(f)(1) specifically requires the "express prior authorization of the customer" before "call location information concerning the user of a commercial mobile service...or the user of an IP-enable voice service" is disclosed to a third-party.⁷

The combination of the statutory protections set forth in Section 222(c)(1) and Section 222(f)(1) strongly suggests that an ICS provider must protect a consumer's location information that it collects unless (i) the user provides express prior authorization or (ii) it is required by law. To the extent that the THREADS™ database and Location-Based Service offering provides the name and billing address for more than 600,000 non-incarcerated people, access to 100 million calling records and the location data (both real-time and historical) of the recipients of ICS calls, there are serious concerns that Securus is in violation of Section 222 of the Act.

Securus will likely point to the provision in their agreements which places the responsibility for compliance "with all privacy, consumer protection, marketing and data security laws" on the correctional facility signing the agreement.⁸ However, the fact that Securus collects the personally identifiable information, maintains the database containing the personally identifiable information, and grants a blanket authorization to use the personally identifiable information, raises a substantial and material question whether this contractual language absolves Securus of any further responsibility under the Communications Act. Of special importance is whether Securus takes any steps to ensure that the correctional institutions obtain the necessary legal authority to access this data.

Moreover, there does not appear to be any effort by Securus to obtain consent from the 600,000 "non-incarcerated" people, or any disclosure to those people who are receiving calls that are being tracked in real time. Attached are the current Terms of Use and Privacy Statement available from the Securus website, and there is no mention of these services, nor any language that would give Securus the blanket consent from recipients of ICS calls, landline or wireless, that their personally identifiable information, including name, address and call location, would be kept in a database available to any correctional authority in the country that signs the THREADS™ "Use Agreement" and "Community Use Agreement."

⁷ 47 U.S.C. §222(f)(1).

⁸ See Exhibit A, Section 1 ("Threads Use Agreement Alger County (MI)").

Thus, this new information, provided by Securus in the July 21 Ex Parte Notice, highlights the need for the Commission to pause its review of the instant transaction, and determine if the current Securus management, which has been promised to remain in place after the transfer of control of Securus has been completed, has deployed technology that violates Section 222 of the Communications Act.

At the very least, the Commission must request further public comment, with reasonable filing deadlines, in light of the laundry list of new "benefits" proposed in the July 21, 2017 Ex Parte Notice. These new facts presented by Securus and Platinum Equity in support of their public interest showing, which were presented solely in order to receive the grant of the transfer of control applications, warrant a full comment period.⁹

While it is understood that Securus and Platinum Equity would like to have this transaction concluded by August 1st, their pecuniary interests do not trump the Commission's public interest obligations.

Should you have any questions regarding these matters, please contact undersigned counsel.

Respectfully submitted,



Lee G. Petro

Counsel for the Wright Petitioners

⁹ See, e.g., Statement of Commissioner Ajit Pai Approving In Part and Concurring In Part, *Applications of Cellco Partnership d/b/a Verizon Wireless and SpectrumCo LLC and Cox TMI, LLC For Consent To Assign AWS-1 Licenses*, 27 FCC Rcd 10,698, 10,785 (2012) ("I respectfully disagree with the imposition of a "voluntary" data roaming commitment upon Verizon. First, such a condition is not voluntary in any meaningful sense of the word, insofar as the parties would not agree to it independently but know that its acceptance is a predicate for regulatory approval of these transactions. Moreover, the Commission's authority to impose such a condition generally is doubtful.").

EXHIBIT A

THREADS™

USE AGREEMENT

Exhibit B: THREADS™ USE AGREEMENT ALGER COUNTY (MI)

This THREADS™ Use Agreement is by and between Alger County Sheriff's Department ("Customer") and Securus Technologies, Inc., ("we," "us," or "Provider") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The obligations set forth herein are in addition to and not in lieu of the terms and conditions of the Agreement, which are incorporated herein by reference. This THREADS™ Use Agreement shall be effective as of the last date signed by either party and shall be coterminous with the Agreement.

1. COMPLIANCE WITH APPLICABLE LAWS. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.

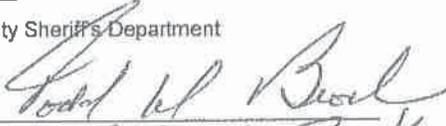
2. SECURITY. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. PERFORMANCE. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application and shall have no further liability or responsibility to Customer with respect thereto.

4. WARRANTIES/LIMITATION OF LIABILITY. Provider shall have no liability to Customer (or to any person to whom Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

5. INDEMNIFICATION. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the THREADS™ application or information obtained in connection therewith.

AGREED TO AND ACCEPTED:

<p>CUSTOMER: Alger County Sheriff's Department</p> <p>By: <u></u></p> <p>Name: <u>Todd W. Bepak</u></p> <p>Title: <u>Undersheriff</u></p> <p>Date: <u>8-17-13</u></p>	<p>PROVIDER: Securus Technologies, Inc.</p> <p>By: <u></u></p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p> <p>Date: <u>8-15-13</u></p>
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THREADS™

COMMUNITY USE AGREEMENT

THREADS™ COMMUNITY USE AGREEMENT

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional “community” feature, which allows law enforcement and member correctional facilities to access and analyze corrections communications data from other corrections facilities within the community and data imported by other community members.

Customer’s community use of THREADS™ is governed by and conditioned upon execution of the THREADS™ Use Agreement. The obligations set forth therein are in addition to and not in lieu of the terms and conditions in the Agreement. In the event of a conflict between the Agreement and the terms of the THREADS™ Use Agreement, however, the THREADS™ Use Agreement shall prevail.

NATIONWIDE COMMUNITY FEATURE:

Customer has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

This THREADS™ Use Agreement is by and between [REDACTED] (“Customer”) and Securus Technologies, Inc., (“we,” “us,” or “Provider”) and is part of and governed by the Master Services Agreement (the “Agreement”) executed by the parties. The obligations set forth herein are in addition to and not in lieu of the terms and conditions of the Agreement, which are incorporated herein by reference. This THREADS™ Use Agreement shall be effective as of the last date signed by either party and shall be coterminous with the Agreement.

1. COMPLIANCE WITH APPLICABLE LAWS. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer’s access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer’s compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.

2. SECURITY. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer’s obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. PERFORMANCE. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is “AS IS.” Customer further understands and acknowledges that

THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application and shall have no further liability or responsibility to Customer with respect thereto.

4. WARRANTIES/LIMITATION OF LIABILITY. Provider shall have no liability to Customer (or to any person to whom Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

5. INDEMNIFICATION. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the THREADS™ application or information obtained in connection therewith.

AGREED TO AND ACCEPTED:

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____

THREADS™

WEBSITE INFORMATION

INVESTIGATIVE SOLUTIONS > INVESTIGATION > **SECURUS THREADS™**

Fuel Your Investigation and Identify FOCUSED LEADS NATIONWIDE!

Securus has partnered with top experts in investigative analysis and law enforcement to bring you the very best in data analytics. THREADS provides investigators with actionable intelligence and focused leads using data collected from a nationwide community! Securus' Secure Call Platform (SCP), combined with THREADS, is unequivocally the largest centralized data repository and most powerful analysis software on the market for both corrections and law enforcement.

Traditionally, communications data available for analysis by corrections and law enforcement has been limited to a specific facility or single investigator. This data typically resided on someone's computer or in software that only a few agents could use. This limitation caused delays or even hindered an investigation.

Now, nationwide, more than 400 law enforcement officers are using THREADS investigative software to uncover focused leads based on their targets/suspects. The THREADS database includes the following and continues to grow every day:

- More than 600,000 people with billing name and address (not incarcerated)
- More than 950,000 inmates
- More than 1,900 correctional facilities
- More than 100,000,000 call records between inmates and called parties

Bridging the gap between Corrections and Law Enforcement

The THREADS platform brings to market a nationwide, investigative community that bridges the gap between law enforcement agencies and correctional facilities. THREADS allows investigators to reach from coast to coast to uncover focused leads in a matter of seconds. The data available for analysis includes that of any corrections facility enrolled in our nationwide community and residing on SCP.

THREADS also provides investigators with the capability to import external investigative data such as the following:

- Cell forensics information from confiscated cell phones (text messages, emails, call records, contacts, pictures, etc.)
- Subpoenaed public phone records
- Cell tower dumps, which includes information an hour before and an hour after a crime occurred
- Pictures
- Mail
- Criminal events
- And much more

The THREADS platform takes full advantage of this vast amount of data to provide a centralized, nationwide system producing actionable intelligence and focused leads immediately upon install to investigators from coast to coast.

THREADS provides the following analytics:

- Calling patterns
- Linkage analysis
- Inner circle identification (suspects' inner working group)
- Bounce list hit notifications (is the inmate calling someone on your staff?)
- Associations
- Chain dialing
- Interactive maps
- The most likely leader of a criminal organization
- And much more...

THREADS helps to determine a high probability of an inmate using a cellular telephone, and also allows for the information obtained from the cellular telephone (once confiscated) to be directly imported into THREADS making the data available for analysis along with the information already in THREADS and SCP to build targeted leads for investigators.

THREADS can also be used to help identify the following:

- Detect patterns of fraternization between inmates and correctional officers, nursing, and/or commissary staff
- Discover common contacts between inmates and called parties
- Customize information and reporting to filter out irrelevant calls, such as girlfriends or legal counsel
- Detect criminal organizations being run from within the facility
- Find associations between multiple parties
- Identify inmates who possibly have a cellular telephone based on calling patterns and holes in communications

Join the community and put THREADS to work for you analyzing data nationwide, fill out, sign, and submit the Community Use Agreement

(/documents/10603/11067/THREADS+Community+Use+Agreement.pdf/d49221d3-8155-473d-9c80-c74a6b1cb0d8) to your Securus account representative today!

THREADS Community Use Agreement

Securus' THREADS platform brings to the market a nationwide investigative community, bridging the gap between law enforcement agencies and corrections facilities. This allows investigators to reach coast to coast to uncover focused leads across the country in a matter of seconds. The data available for analysis is that of any corrections facility enrolled in the nationwide community and residing on the most powerful communications platform SCP, as well as any information imported into the community by users across the country.

The default version of THREADS will provide you with powerful analytics using only the data related to your corrections facility. However, to join the community and put THREADS to work for you analyzing data nationwide, please download and sign the THREADS Community Use Agreement and return to your Securus Account Executive.

Download Agreement (/documents/10603/11067/THREADS+Community+Use+Agreement.pdf/d49221d3-8155-473d-9c80-c74a6b1cb0d8)

We exist to **serve** and **connect** to make our world safe.

“

Our detectives have used Securus technology to solve crimes that otherwise may have gone unsolved, including major felonies such as drug crimes, robberies and even murders. ”

— County Sheriff, North Carolina

THREADS™

KNOX COUNTY, TN PROPOSAL

Securus' THREADS

As an option, Securus will provide Knox County with our new, powerful investigative software called THREADS, exclusive to Securus and not available from any other provider.

“Major intelligence failures are usually caused by failures of analysis, not failures of collection.”

- Richard Heuer Jr., CIA Analyst and Author of Psychology of Intelligence Analysis

Securus understands the lifecycle of intelligence and investigating communications data and the challenges investigators, detectives, and corrections facility staff face in both time and resources, such as the following:

- Pulling reports
- Exporting information
- Sending information to someone else
- Contacting other facilities for information
- Combining all the information together
- Receiving information in many different formats
- The daunting task of identifying suspicious behavior in the information provided to uncover focused leads



Even when key information is gathered, investigators have to determine where all of the data will go as well as the time consuming method of analysis.

- What if you had a 24x7 analyst that you didn't have to provide a salary to or benefits?
- How much time and money would be saved?
- What if you had a sense of liability protection knowing access to the data is controlled, logged, tracked, and available to only authorized users?

The Securus THREADS product provides the means to answer these questions. The unique algorithms used within THREADS were designed by real investigators with many years of experience analyzing communications data and training other investigative units on how to analyze data.

THREADS Designers

Robert Lottero and Bryan Shouldice were directly involved in designing how THREADS analyzes data. Mr. Lottero is a top expert in telephonic investigative analysis. He leads a group that currently supports the U.S. Department of State, Diplomatic Security Service (DSS) as a communications intelligence analyst.

Mr. Lottero has been involved in criminal investigations, counter-terrorism investigations, and counter-intelligence operations for almost 30 years, both as a contract analyst and as a sworn law enforcement officer. He has provided investigative support to the Federal Bureau of Investigation (FBI), Drug Enforcement Administration (DEA), Immigration and Naturalization Service (INS), U.S. Customs, and New York Police Department (NYPD). Mr. Lottero writes a monthly article for the FBI detailing the latest communication/and intelligence techniques that he has developed in his investigative work.

Bryan Shouldice is a 30-year veteran of law enforcement with proven expertise in major case management, intelligence analysis, and international experience in software development and implementation. As a member of the Royal Canadian Mounted Police, Mr. Shouldice conducted major case investigations into all types of criminal activities.

He served as the Executive Case Manager and Intelligence Section Head within the Coordinated Law Enforcement Unit of British Columbia. Mr. Shouldice currently works as an investigative consultant on high-profile cases in the Vancouver Police department.

Managing Investigative Data

Securus understands that during the course of an investigation, the law enforcement community is inundated with data. Data is coming from different sources in different formats with numerous potential leads that can be followed. Each lead potentially creates many more leads to be followed.

We understand investigators are quickly overwhelmed with the amount of information they must analyze as well as the time and resources required to manage, retrieve, and analyze the data to identify those leads that are most likely to uncover important information.

Sources of Information

Corrections Data

- Inmate call records
- Inmate personal information (such as name, account number, PIN, DOB, and SSN)
- Who the inmate is allowed to call versus who they actually called
- Called party billing name and address information
- Corrections facility information in proximity to calling behaviors

External Data

- Confiscated cell phones (such as calls, text messages, emails, videos, and contacts)
- Public phone records
- Events and places of interest
- Mail
- Lexus Nexus
- SS7 information

All corrections data (such as call records, phone numbers, billing name and address) is automatically and fully integrated with THREADS the moment THREADS is enabled. All other sources of data are imported into THREADS and analyzed together to automatically build an investigation.

For example, THREADS will uncover calling patterns that lead to a high probability an inmate has a cell phone. That cell phone is confiscated and the information pulled from it using a Cellebrite UFED device or something similar. This information is then uploaded into THREADS and that valuable data is analyzed with the corrections communication data to uncover an inmate's plot to escape or run an organized crime syndicate from inside the facility.

After determining a suspect on the outside of the facility is involved and mapping out the address, the investigator acquires the public phone records and imports that information into THREADS which is again, analyzed with all the other gathered information. This all takes place in one location, with one tool, and is completely integrated with Securus SCP data.

Securus has the most widely used platform in the industry, with approximately 2,200 facilities installed, over 1 million inmates served, literally petabytes of intelligence data, and over 1 million calls processed per day. This valuable data is integrated directly into THREADS and could be available at Knox County's fingertips.



Powerful, Accurate, Easy to Use

THREADS is a powerful, accurate, easy to use, intuitive tools that will automatically analyze investigative data such as inmate communication records, public phone records, and data from confiscated cell phones to automatically generate focused leads for investigators. Leads can include suspicious calling patterns, inner circles, communication events to numbers on a bounce list, associations between multiple inmates, their correlation to called parties, and much more.

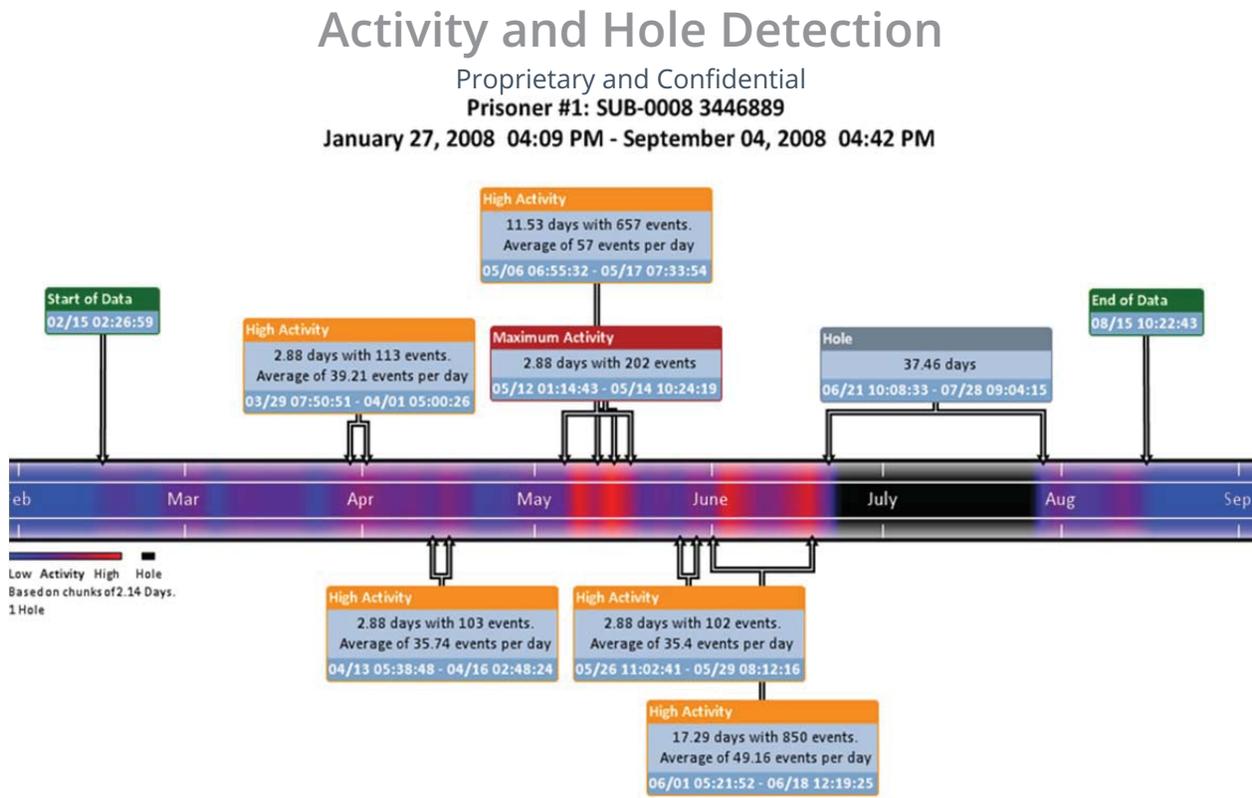
Additionally, this powerful software provides dayroom-based analysis that discovers leads irrespective of the PIN number being used by the inmate and common contact reporting showing inmates who are facilitating communications between different areas of the institution. <<client>> investigative staff can easily uncover patterns of fraternization between inmates and correctional officers, discover common contacts between inmates and called parties, and customize the information and reporting to filter out irrelevant calls such as girlfriends or legal counsel from analysis.



THREADS will detect criminal organizations being run from within jail, detect three-way calling patterns when multiple inmates are talking to one called party at the same time, find associations of multiple called parties based on who is calling them, and identify inmates who possibly have a cell phone based on calling patterns. For instance, if an inmate makes six calls per day, every day, but then all the sudden doesn't make any for a week, it is possible they have another form of communication such as a cell phone.

Graphic Representation

All information is presented graphically as well as textually such as the example presented in the following figure.



Timeline charts and graphical analysis make it easy to reveal periods of high-intensity calling and other calling patterns on a graphical and interactive timeline. This technology identifies the inmate even if the calls are masked by another inmate's PIN and eliminates the human intervention by receiving actionable intelligence at the push of a button. Additionally, THREADS allows you to set up automated notifications, which will e-mail an investigator when information is found.

THREADS analyzes data for investigators and provides interactive visualization tools to produce easy-to-understand analytical reports, charts, interactive graphs, maps, and builds a case and presentation view that can be used as evidence in a criminal trial.

Investigative Benefits for Knox County

- Cell Forensics Analysis
- Identify Accomplices
- Inmates contact people on the outside indirectly, Identify who they are “really” contacting
- Identify linkages
- Identify an inmate’s inner circle
- Identify associated gang members
- Identify inmates communication within jail
- Find unique patterns in communication data
- Combine all the data into a single system to analyze
- Harvest all of this information with enhanced reporting tools

Securus’ THREADS is an exclusive investigative technology that no other provider can offer to the correctional industry. THREADS will be available as an optional product and empowers Knox County with the latest in investigative technology and one of the most powerful tools in the intelligence community.

THREADS™

NEBRASKA DOC PROPOSAL

Securus THREADS

Securus THREADS is an integrated Data Link Analysis solution that offers a powerful suite of investigative and analytical tools.

THREADS was first in the market and has been specifically providing data analysis solutions for investigations of offender telephone calling information, and other uploaded data, longer than any other solution. While many attempts have been made to duplicate the solution, THREADS is exclusive to Securus, proven in real world applications, and is not available from any other vendor.

Securus understands the lifecycle of intelligence and investigating communications data and the challenges investigators, detectives, and corrections facility staff face in both time and resources, such as the following:

- Pulling reports
- Exporting information
- Sending information to someone else
- Contacting other facilities for information
- Combining all the information together
- Receiving information in many different formats
- The daunting task of identifying suspicious behavior in the information provided to uncover focused leads

Even when key information is gathered, investigators have to determine where all of the data will go as well as the time consuming method of analysis.

- What if you had a 24x7 analyst that you didn't have to provide a salary to or benefits? Now you do!
- How much time and money would be saved?
- What if you had a sense of liability protection knowing access to the data is controlled, logged, tracked, and available to only authorized users?

The Securus THREADS product provides the means to answer these questions. The unique algorithms used within THREADS were designed by real investigators with many years of experience analyzing communications data and training other investigative units on how to analyze data. As a result, we have not only proposed the THREADS investigative software in our baseline offer but we have included a THREADS Site Administrator that will also be your PIN administrator as required by the RFP. This full time resource, located at the Lincoln site per the RFP, will provide investigators with THREADS training, run THREADS reports and be able to import important data from other sources into THREADS on behalf of your investigators to support their efforts.

THREADS Designers

Robert Lottero and Bryan Shouldice were directly involved in designing how THREADS analyzes data. Mr. Lottero is a top expert in telephonic investigative analysis. He leads a group that currently supports the U.S. Department of State, Diplomatic Security Service (DSS) as a communications intelligence analyst.

Mr. Lottero has been involved in criminal investigations, counter-terrorism investigations, and counter-intelligence operations for almost 30 years, both as a contract analyst and as a sworn law enforcement officer.

He has provided investigative support to the Federal Bureau of Investigation (FBI), Drug Enforcement Administration (DEA), Immigration and Naturalization Service (INS), U.S. Customs, and New York Police Department (NYPD). Mr. Lottero writes a monthly article for the FBI detailing the latest communication/and intelligence techniques that he has developed in his investigative work.

Bryan Shouldice is a 30-year veteran of law enforcement with proven expertise in major case management, intelligence analysis, and international experience in software development and implementation. As a member of the Royal Canadian Mounted Police, Mr. Shouldice conducted major case investigations into all types of criminal activities.

He served as the Executive Case Manager and Intelligence Section Head within the Coordinated Law Enforcement Unit of British Columbia. Mr. Shouldice currently works as an investigative consultant on high-profile cases in the Vancouver Police department.

Managing Investigative Data

Securus understands that during the course of an investigation, the law enforcement community is inundated with data. Data is coming from different sources in different formats with numerous potential leads that can be followed. Each lead potentially creates many more leads to be followed.

We understand investigators are quickly overwhelmed with the amount of information they must analyze as well as the time and resources required to manage, retrieve, and analyze the data to identify those leads that are most likely to uncover important information. As a result, Securus will provide a full time resource, on site at your Lincoln, Nebraska headquarters facility, to assist in the analysis, retrieval and effectiveness of the critical information created by our THREADS software analytical tool and Securus forensic analysis capabilities. The goal is to ensure that our technology creates value and actionable intelligence for the NDCS investigators and staff without burdening staff with additional work requirements. Table 4 below identifies some of the sources of data, both internal and external, that may be relevant to a particular investigation.

Please see Table 4 for Sources of Information for managing investigate data.

Table 4

Corrections Data	External Data
<ul style="list-style-type: none"> • Offender call records • Offender personal information (such as name, account number, PIN, DOB, and SSN) • Who the offender is allowed to call versus. who they actually called • Called party billing name and address information • Corrections facility information in proximity to calling behaviors 	<ul style="list-style-type: none"> • Confiscated cell phones (such as calls, text messages, emails, videos, and contacts) • Managed Access System reports • Public phone records • Events and places of interest • Mail • Lexus Nexus • SS7 information

How Securus Utilizes Critical Investigative Data to the Benefit of NDCS Investigators

All corrections data (such as call records, phone numbers, billing name and address) is automatically and fully integrated with THREADS the moment THREADS is enabled.

All other sources of data are imported into THREADS and analyzed together to automatically build an investigation. Imported data can include reports from managed access systems on cellular telephone alerts, extracted data from confiscated cell phones or call records from other calling systems. This information cross referenced with your offender calling data will provide valuable insight into cell phone infiltration and its intended purposes.

THREADS will uncover calling patterns that lead to a high probability an offender has a cell phone delivering a targeted lead to your officers. That cell phone is confiscated and the information pulled from it using a Cellebrite UFED device or something similar. This tool greatly enhances the benefits of a managed access system by providing an additional method of managing and identifying smuggled cell phones.

This information is then uploaded into THREADS and that valuable data is analyzed with the corrections communication data to uncover an offender's plot to escape or run an organized crime syndicate from inside the facility.

After determining a suspect on the outside of the facility is involved and mapping out the address, the investigator acquires the public phone records and imports that information into THREADS which is again, analyzed with all the other gathered information as shown in Figure 11 below. This all takes place in one location, with one tool, and is completely integrated with Securus SCP data.

Figure 11 below identifies calls that have been made from a facility (in this case the Omaha County Jail, black circle) to a specific cell phone. The LBS cellular calls are in orange and green and are BNA hits. The map shows where the call started (orange-green) and ended somewhere else (orange-red).

Figure 11



Securus has the most widely used platform in the industry, with approximately 2,200 facilities currently installed on SCP, and over 1 million offenders served, literally petabytes of intelligence data, and over 1 million calls processed per day. This valuable data is integrated directly into THREADS and could be available at the NDCS's fingertips.

Powerful, Accurate, Easy to Use

THREADS is a powerful, accurate, easy to use, intuitive tool that will automatically analyze investigative data such as offender communication records, public phone records, and data from confiscated cell phones to automatically generate focused leads for investigators or passed on to investigative support groups.

Leads can include suspicious calling patterns, inner circles, communication events to numbers on a bounce list, associations between multiple offenders, their correlation to called parties, and much more. See Figure 12 below for example of suspicious calling patterns between multiple offenders.

The NDCS investigative staff can easily uncover patterns of fraternization between offenders and correctional officers, discover common contacts between offenders and called parties, and customize the information and reporting to filter out irrelevant calls such as girlfriends or legal counsel from analysis.

THREADS will detect criminal organizations being run from within jail, detect three-way calling patterns when multiple offenders are talking to one called party at the same time and find associations of multiple called parties based on who is calling them.

Identify Offenders with Cell Phones

THREADS can identify offender who possibly have a cell phone based on calling patterns. For instance, if an offender makes six calls per day, every day, but then all of a sudden stops using the offender telephone system, it is possible they have another form of communication such as a cell phone. These anomalies are automatically highlighted for further review.

Graphic Representation

THREADS analyzes data for investigators and provides interactive visualization tools to produce easy-to-understand analytical reports, charts, interactive graphs, maps, and builds a case and presentation view that can be used as evidence in a criminal trial.

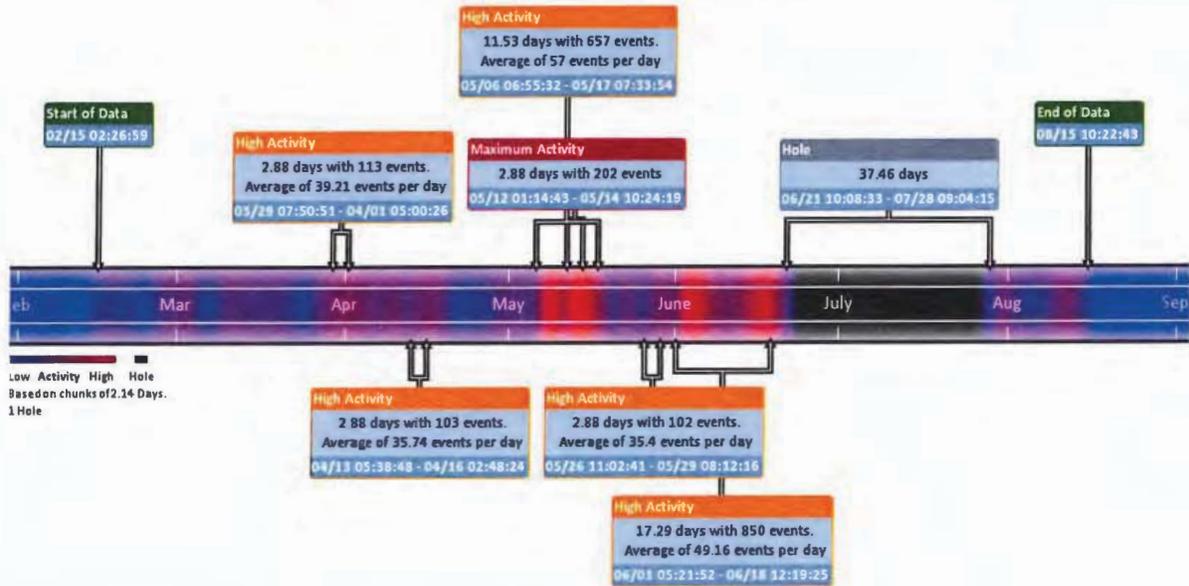
Timeline charts and graphical analysis tools make it easy to reveal periods of high-intensity calling and other calling patterns on a graphical and interactive timeline.

THREADS can also identify the offender even if the calls are masked by another offender's PIN through integrations with our biometric solution, and eliminates human intervention by receiving actionable intelligence at the push of a button.

Additionally, THREADS allows system users the ability to establish automated notifications, which will e-mail an investigator when information is found. These notifications can be used in conjunction with our other investigative tools, such as Location Based Services, to curtail illegal cellular phone usage or PIN sharing within NDCS facilities.

All information is presented graphically as well as textually such as the example presented in Figure 13 below.

Figure 13
Prisoner #1: SUB-0008 3446889
January 27, 2008 04:09 PM - September 04, 2008 04:42 PM



Investigative Benefits for the NDCS Include:

- Cell Forensics Analysis of data extracted from confiscated cell phones
- Identify Accomplices who would have otherwise gone unidentified
- Identifies who offenders are “really” contacting
- Identify linkages previously unknown
- Identify an offender’s inner circle
- Identify associated gang members
- Identify offenders communication within jail
- Find unique patterns in communication data
- Combine all the data, including managed access cellular telephone information into a single system to analyze
- Harvest all of this information with enhanced reporting tools

Summary

Securus' THREADS is an exclusive investigative technology that no other provider can offer to the correctional industry and is actually proven in law enforcement situations. We welcome the opportunity to demonstrate our systems to the NDCS and discuss how we can support your officers and the communities you keep safe.

Please note, other vendors will be proposing what they will refer to as their pattern analysis solution. Tools such as "DataLink" and "DataIQ" are not similar in that they are not a fully integrated and standalone software tool that is capable of both working within the inmate calling platform and able to import external data easily and seamlessly. We urge the NDCS to carefully compare competitive offerings of investigative pattern analysis solutions and the dedicated investigative resources proposed to support this important investigative tool.

Securus Investigator Pro (IPRO) Call Player

The inmate telephone system (ITS) is often characterized by experienced correctional investigators as the single most important source of investigative leads and evidentiary support at their disposal. But finding the leads and evidence has proven extremely difficult in modern facilities, where **inmate PIN abuse, three-way calls** and other strategies help inmates **hide their identities among the thousands of calls that occur each day** to commit crimes and speak with candor about criminal activity.

Securus purchased JLG Technologies in June of 2014 and we have fully integrated their technology into our SCP inmate calling platform because we understood how important it was to provide a more efficient and time saving call player to investigators and, we recognized that voice biometric technology had evolved beyond just periodic re-verification of an inmate's voice to a more advanced continuous **voice identification** of all callers participating in the call. The Securus Investigator Pro (IPRO) call player and continuous voice identification and verification engine developed by JLG Technologies -- without a doubt, is the most powerful crime prevention and investigative tool in the world of inmate phone calling technology since inmates have been allowed to make calls.

JLG's voice biometric technology was initially deployed in 2007, and as of 2015, is operating throughout the US in 300 facilities in 33 states. The Investigator Pro is truly a significant time and money saver whether deployed in a single jail or across a multi-facility state-wide department of correction. The product deploys the most advanced technology developed by the US Department of Defense that is licensed exclusively to Securus JLG Technologies. This technology is only available in The Investigator Pro.

The Securus proposal includes exclusive Securus technologies designed to address these inmate strategies to compromise efforts to maintain the safety and security of your facilities. While other providers will attempt to convince you that they have the same technology or perhaps have a "me too" solution, Securus can demonstrate that our technologies are far superior to anything they can propose and are proven and in use in facilities nationwide.

LOCATION-BASED SERVICES
AGREEMENT

Commissary Order by Phone allows an inmate to order and purchase commissary items using the inmate phone system by selecting an additional menu option on the phone system. Customer's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. Customer hereby requests that Provider work with its commissary operator identified below to set up and activate Commissary Order by Phone at the Facility named in the chart below:

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator
Dickinson County Jail 300 East "D" Street Iron Mountain, MI 49801	Swanson

LOCATION BASED SERVICES

DESCRIPTION:

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

Provider will charge Customer a non-commissionable validation recovery fee of \$0.27 per call, which will be deducted from the call charge, if permitted by state and federal regulatory requirements, before calculating commissions owed.

LBS TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Location-Based Services application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use by Customer of the Location-Based Services application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Location-Based Services application.
2. Customer acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location-Based Services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. Customer understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "AS IS." Customer further understands and acknowledges that Location-Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the Location-Based Services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the Location-Based Services application. Moreover, if Provider determines in its sole discretion that the Location-Based Services application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined,

Provider may, upon written notice, immediately terminate Customer's access to the Location-Based Services application and shall have no further liability or responsibility to Customer with respect thereto.

4. Provider shall have no liability to Customer (or to any person to whom Customer may have provided data from the Location-Based Services application) for any loss or injury arising out of or in connection with the Location-Based Services application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Location-Based Services application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCATION-BASED SERVICES APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LOCATION-BASED SERVICES APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE LOCATION-BASED SERVICES APPLICATION OR THE UNAVAILABILITY THEREOF.

5. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the Location-Based Services application or information obtained in connection therewith.

INVESTIGATOR PRO™

DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer.

CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

LOCATION-BASED SERVICES

WEBSITE INFORMATION

INVESTIGATIVE SOLUTIONS > INVESTIGATION > **SECURUS LOCATION BASED SERVICES**

Inmate calls to cellular telephones represent a challenge to a facility's ability to know where inmate calls are going. Cellular telephone numbers can be anonymous and can be located anywhere, including just outside a facility. With the increasing trend across the United States to rely exclusively on cellular telephone service, facilities need to be able to ensure that security is not compromised.

Because of their mobility, cellular telephones are a favorite way for inmates to coordinate criminal activities, escapes, the introduction of contraband, and to conspire to hide evidence.

Securus' Secure Call Platform (SCP) includes support for Location Based Services (LBS), which provides facilities with the control and oversight needed to safeguard against these threats. LBS provides facilities with the following capabilities:

- Investigate, in hindsight, the location of inmate calls to cellular telephones
 - Leverage inmate call records to identify locations of investigative interest
 - Discover geographical connections between calls, inmates, and called parties
- Receive real-time alerts based on where the call is placed
 - Know when inmates are calling cellular telephones within a specific radius of your facility
 - Know when inmates are calling cellular telephones in an area of interest
 - Increase the precision of leads generated from other inmate calling alerts by only triggering when those calls are to cellular telephones in a geographic area of interest
- Find the location of a cellular telephone even if it is not currently involved with a call to an inmate, with appropriate authorization

How LBS Works:

LBS works by collecting the approximate location of a cellular telephone, through the cellular provider, as soon as the called party accepts the call from the inmate. The originating location as well as the location of the cellular telephone at the end of the call is recorded and available for research and investigation.

LBS is not dependent on cellular telephone GPS settings, which can be turned off by users seeking to escape tracking. This is a great advantage, ensuring that your facility knows where your inmates are calling even when the billing name and address of the called party might not be known.

If you would like to learn more about LBS, contact us at

Sales@securustechnologies.com (mailto:Sales@securustechnologies.com?subject=SECURUS%20LOCATION%20BASED%20SERVICES)

We exist to [serve](#) and [connect](#) to make our world safe.

“

Our facility has become one of the FBI Terrorism Task Force regular sources of information. We have monitored and burn thousands of minutes of copies of phone calls of inmates connected to Al-Quida that has resulted in the identification of terrorism cells in the New York area. I just wanted you to know that our entire country has benefited from the inmate phone monitoring service we have. I am glad we made the change and it has enhanced our security at our facility. ”

— Detention Center, Washington

LATEST PRESS RELEASE: Securus Challenges Global Tel Link (GTL) to Patent Portfolio Bake Off (https://www.securustechnologies.com/en/solutions/investigative-solutions/investigation/securus-lbs/-/asset_publisher/pg10820/content/securus-challenges-global-tel-link-gtl-to-patent-portfolio-bake-o-1?inheritRedirect=false&redirect=https%3A%2F%2Fwww.securustechnologies.com%2Fen%2Fsolutions%2Finvestigative-solutions%2Finvestigation%2Fsecurus-lbs%3Fp_p_id%3D101_INSTANCE_pg10820%26p_p_lifecycle%3D0%26p_p_state%3Dnormal%26p_p_mode%3Dview)

About Securus (<https://www.securustechnologies.com/en/about1>)

[Securus History \(/securus-history\)](#)

[Press Releases \(/about-us/press-releases\)](#)

[Social Responsibility \(https://www.securustechnologies.com/en/corrections-officer-memorial-fund1\)](https://www.securustechnologies.com/en/corrections-officer-memorial-fund1)

Careers

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[Opportunities \(https://careers-securustech.icims.com/\)](https://careers-securustech.icims.com/)

LOCATION-BASED SERVICES
KNOX COUNTY, TN PROPOSAL

Location Based Services

With Securus' proprietary Location Based Services (LBS), Knox County can determine the true location of a cellular phone. LBS provides the following benefits to your facility:

- Provide the called party's true location at the time of an inmate's call via a link in the call detail record (CDR)
- Establishes a "Geo-Fence" perimeter around a location to notify investigators when an inmate calls a cell phone that is within the geo-fence
- Identifies the real-time location, on-demand, of a suspect's cell phone (with appropriate warrant documentation)

Location Based Services

Securus' Location Based Services provides correctional facilities, investigators, and law enforcement with the following benefits:

- Cell phone termination location at call acceptance and call end
- Geo-fence perimeters or unlimited, custom boundaries that allow users to identify call termination locations within that fence
- Covert alerts that provide real-time notifications of call termination within a geo-fence
- CDR mapping of call terminations to wireless points
- Real-time location identification
- On-demand location identification

Reports generated from the CDR contain an icon that identifies calls to a wireless number. LBS provides an additional link that maps the location of a wireless number when the inmate placed the call.

Geo Fencing

With geo-fencing, Knox County can set up a perimeter around County facilities that identifies when an inmate calls a cell phone that is located within that perimeter at the time of the call. Geo-Fencing can generate a Covert Alert notification to investigators that allow them to act quickly on real-time information. This valuable capability helps protect your perimeter and is helpful in preventing escape attempts.

Geo Fence Management

Proprietary and Confidential

Geo Fence Management
Add New

FILL IN SEARCH CRITERIA
(Use * for wild card / partial searches)

Description: FL DOC Address: Status: Created By: Created Date: Last Modified By: Last Modified Date:

Search Reset EXCEL PDF CSV

DATE CREATED	STATUS	RADIUS	CREATED BY	TIME REMAINING	LAST MODIFIED BY	LAST MODIFIED DATE	SOUNDED
10/04/2012 15:44:22	Inactive	1.9 Miles	JaaAdm	EXPIRED	JaaAdm	10/12/2012 07:42:13	Y
10/04/2012 15:46:29	Active	1.3 Miles	JaaAdm	N/A	JaaAdm	10/05/2012 12:48:38	Y
10/05/2012 13:59:30	Inactive	1.5 Miles	JaaAdm	EXPIRED	JaaAdm	10/11/2012 10:01:12	Y
10/11/2012 10:57:11	Active	1.8 Miles	JaaAdm	1 days: 6 hours: 45 min	JaaAdm	10/11/2012 10:57:11	Y
10/12/2012 10:03:25	Active	1.8 Miles	joeEC	8 days: 6 hours: 45 min	joeEC	10/12/2012 10:03:25	Y
10/12/2012 10:05:33	Active	2 Kilometers	joeAdminWD	8 days: 6 hours: 45 min	joeAdminWD	10/12/2012 10:05:33	Y
10/12/2012 10:07:30	Inactive	9.5 Kilometers	joeCBS	EXPIRED	joeCBS	10/15/2012 08:15:10	Y
10/12/2012 10:16:08	Active	2 Miles	JoeCSR1	EXPIRED	JaaAdm	10/12/2012 10:26:21	Y
10/12/2012 10:19:07	Active	1.3 Miles	JoeCSR2	8 days: 6 hours: 45 min	JoeCSR2	10/12/2012 10:19:07	Y
10/18/2012 12:47:34	Active	9 Miles	JaaAdm	16 days: 6 hours: 45 min	JaaAdm	10/18/2012 12:47:34	Y
10/18/2012 12:12:12	Active	0.3 Miles	Adam	NA	Adam	10/18/2012 12:12:12	Y

Select Option

Geo Information Notes Covert Alerts History

COVERT ALERT INFORMATION

Alert Phone *	Alert Email	Alert Location *	First Name *	Last Name *	Status *	PIN	Hide Call	Last Updated
		---			---		<input type="checkbox"/>	N/A

Covert Alert connects a call to an authorized remote number for dialed numbers, phones, inmates PIN, or geo-fence perimeters that are under surveillance. Authorized personnel can monitor a call from any designated location, while the call is in progress.

The investigator enters a telephone number (such as cellular, home, or office), which is where he or she wants the call sent to for live monitoring. When a call is placed by an inmate that meets the Covert Alert trigger criteria, it automatically routes to the pre-designated investigator phone number(s). A call can be sent to multiple numbers simultaneously allowing several investigators to listen into the call.

EXHIBIT B

TERMS OF USE STATEMENT



Email Address

@securustech.net

Password

Login

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Friends and Family Terms and Conditions

GENERAL TERMS AND CONDITIONS INCLUDING PRIVACY POLICY, PRODUCT TERMS AND CONDITIONS, AND MOBILE TERMS AND CONDITIONS

- [General Terms and Conditions](#)
- [Privacy Policy](#)
- [Product Terms and Conditions](#)
- [Mobile Terms and Conditions](#)

The following General Terms and Conditions apply to all products and services provided by Securus Technologies, Inc. ("Securus", "we", "our" and "us"). Securus, through our website and otherwise, offers a wide variety of products and services to the correctional industry, including inmates and their friends and families, and to law enforcement. The term "you" or "your" includes anyone who uses or purchases the products or services that Securus offers.

YOU MUST READ THESE TERMS CAREFULLY. By accessing or using our website or Securus products or services, or by purchasing Securus products or services, you agree to comply with the terms and conditions set forth herein. Specific products and services available through our website or otherwise have their own terms and conditions that apply to your purchase and use thereof, including features, pricing and so forth. You agree to carefully and thoroughly review our website and understand the terms and conditions regarding said products and services, and you agree to be bound to commitments you make to Securus in exchange for your use or purchase thereof.

By clicking accept, you confirm that you have read and understand these general terms and conditions, including privacy policy, and that you accept, and agree to comply with, adhere to and be bound by, said terms and conditions, including privacy policy. Further, by clicking accept to these terms and conditions, you consent to receive periodic email communications from us, including but not limited to marketing communications relating to our products and services. If at any time you would like to cease receiving such emails, please follow the opt-out process that is provided near the bottom of each such email.

1. AUTHORITY

When you provide information to us in connection with purchasing or using our products or services, you agree to do so only under proper authority, including but not limited to your agreement that credit card numbers you may provide us are ones for which you have proper authority to incur charges. Our website is intended for use by adults.

2. CHANGES TO THE TERMS AND CONDITIONS OR TO OUR WEBSITE

In the absence of prior notification requirements, Securus may change or modify these terms, or the terms of our unique products and services, from time-to-time without notice other than posting the amended terms on our website. The amended terms will automatically be effective when so posted, and your continued use of our website after any changes in these terms shall constitute your consent to such changes. Securus reserves the right to change, modify or discontinue, temporarily or permanently, our website (or any portion thereof), including any and all content contained on our website, at any time without notice. You agree that Securus shall not be liable to you or to any third party for any modification, suspension or discontinuance of our website (or any portion thereof).

3. REGISTRATION, PASSWORD AND SECURITY

Whenever you provide us information on our website, you agree to: (a) provide true, accurate, current and complete information and (b) as necessary, maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is, or that we have reasonable grounds to suspect is, untrue, inaccurate, not current or incomplete, Securus may without notice suspend or terminate your access to our products or services or our website and refuse any and all current or future use of our products or services or our website (or any portion thereof).

If any portion of our website requires you to register or open an account you may also be asked to choose a password and a user name. Please select a password that would not be obvious to someone trying to guess your password, and change it regularly as an added precaution. You are responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account identification. You agree to immediately notify Securus of any unauthorized use of your password or account or any other breach of security. Without limiting any rights which Securus may otherwise have, Securus reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of our website and your account, including without limitation terminating your account, changing your password, or requesting additional information to authorize transactions on your account. Notwithstanding the above, Securus may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall Securus be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of Securus under this provision, (ii) any compromise of the confidentiality of your account or password and (iii) any unauthorized access to your account or use of your password. You may not use anyone else's account at any time, without the permission of the account holder.

The security of your personally identifying information is important to us. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of your personally identifying information. However, you understand and agree that such steps do not guarantee that use of our website is invulnerable to all

security breaches, and that Securus makes no warranty, guarantee, or representation that use of any of our website is protected from viruses, security threats or other vulnerabilities.

4. INTELLECTUAL PROPERTY RIGHTS

The Securus website, and any and all products and services offered thereunder and otherwise by Securus, and all right, title and interest in and to the products and services (including but not limited to the content of, and the products and services described in, our website) are the sole property of Securus or its licensors, and are protected by U.S. copyright and international treaties. Except for the limited rights expressly granted to you herein, Securus reserves for itself and its licensors all other right, title and interest. Without limitation on the foregoing, you may not reproduce, modify, display, sell, or distribute the content herein, or the products and services described herein, or use them in any other way for public or commercial purpose. This includes any products or services with the "Securus" name, as well as the Securus design logo and certain other names or logos which are service marks or trademarks of Securus, and all related product and service names, design marks and slogans which are also the service marks or trademarks of Securus. In addition, the design of our website (including color combinations, button shapes, layout, design and all other graphical elements) are also protected by Securus' trademarks, service marks and copyrights. Any and all third party product and service marks contained on our website are the trademarks of their respective owners.

5. THIRD-PARTY PRODUCTS AND SERVICES

Parties other than Securus may offer and provide products and services on or through our website. Except for Securus-branded information, products or services that are identified as being supplied by Securus, Securus does not operate, control, or endorse any information, products, or services on other websites or accessible through our website in any way. Securus is not responsible for examining or evaluating, and Securus does not warrant the offerings of, any other businesses or individuals or the content of their websites. Securus does not assume any responsibility or liability for the actions, product, and content of any other third parties except as may otherwise be agreed by contract with said third parties, if any. You should carefully review their privacy statements and other conditions of use.

Our website may contain links to other websites not operated by Securus. The links are provided for your convenience. The inclusion of any links to other websites does not imply affiliation, endorsement or adoption by Securus of those websites or the contents therein. We are not responsible for the contents, links or privacy of any linked website. Access to any other website linked to Securus' website is at your own risk. When leaving our website, you should carefully review the applicable terms and policies, including privacy and data gathering practices, of that third-party website.

6. PRODUCT AND SERVICE INFORMATION

Securus does not warrant that information, graphic depictions, product and service descriptions or other content of our website is accurate, complete, reliable, updated, current, or error-free. Despite our efforts, it is possible that a price for a product or service offered on our website may be inaccurate or the product or service description may contain an inaccuracy. In the event Securus determines that a product or service contains an inaccurate price or description, Securus reserves the right to take any action it deems reasonable and necessary, in its sole discretion, to rectify the error, including without limitation canceling your order, unless prohibited by law. Securus may make improvements or changes to any of our products or services, to our website, or otherwise, at any time without notice. You agree to notify Securus immediately if you become aware of any pricing or descriptive errors or inconsistencies with any products or services you order through our website and to comply with any corrective action taken by Securus.

7. WEBSITE SECURITY

Violating the security of our website is prohibited and may result in criminal and civil liability. Securus may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of our website or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous re-mailers, and using manual or electronic means to avoid any use limitations.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

A) YOUR USE OF OUR WEBSITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED HEREIN, ANY WEBSITE-RELATED PRODUCT OR SERVICE THAT IS PROVIDED TO YOU, IS AT YOUR SOLE RISK. OUR WEBSITE, INCLUDING ANY CONTENT, SOFTWARE OR INFORMATION CONTAINED WITHIN OUR WEBSITE AND ANY WEBSITE-RELATED SERVICE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SECURUS AND ITS SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA AND NON-INFRINGEMENT. BECAUSE SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

B) SECURUS AND ANY CO-BRANDERS, SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES MAKE NO WARRANTY THAT (i) OUR WEBSITE WILL MEET YOUR REQUIREMENTS, (ii) MATERIALS, SOFTWARE OR CONTENT AVAILABLE FOR DOWNLOAD FROM OUR WEBSITE ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES; (iii) OUR WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE (INCLUDING FREE FROM UNAUTHORIZED ACCESS), PROVIDE CONTINUOUS STORAGE OR ACCESS, OR ERROR-FREE, (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR WEBSITE WILL BE ACCURATE, COMPLETE OR RELIABLE, (v) THE QUALITY OF ANY PRODUCTS, SERVICES, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR WEBSITE WILL MEET YOUR EXPECTATIONS, AND (vi) ANY ERRORS IN OUR WEBSITE OR SOFTWARE WILL BE

CORRECTED.

C) ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEBSITE OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF OUR WEBSITE OR OUR SOFTWARE.

D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SECURUS OR THROUGH OR FROM OUR WEBSITE SHALL CREATE ANY WARRANTY. ADVICE OR INFORMATION RECEIVED BY MEANS OF OUR WEBSITE SHOULD NOT BE RELIED UPON FOR SIGNIFICANT PERSONAL, BUSINESS, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR PARTICULAR SITUATION.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL SECURUS, ITS EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) THE USE OR INABILITY TO USE OUR WEBSITE OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION OR TRANSACTIONS PROVIDED ON OR THROUGH OUR WEBSITE, OR (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN OUR WEBSITE OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION, PRODUCTS, OR SERVICES ON OR AVAILABLE THROUGH OUR WEBSITE, (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR WEBSITE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR WEBSITE; (vi) THE DELAY OR FAILURE IN PERFORMANCE RESULTING FROM AN ACT OF FORCE MAJEURE, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, NATURAL DISASTERS, COMMUNICATIONS FAILURE, GOVERNMENTAL ACTIONS, WARS, STRIKES, LABOR DISPUTES, RIOTS, SHORTAGES OF LABOR OR MATERIALS, VANDALISM, TERRORISM, NON-PERFORMANCE OF THIRD PARTIES OR ANY REASONS BEYOND THEIR REASONABLE CONTROL; OR (vii) ANY OTHER MATTER RELATING TO OUR WEBSITE, EVEN IF SECURUS OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR WEBSITE AND/OR WEBSITE-RELATED SERVICES IS TO STOP USING OUR WEBSITE AND/OR THOSE SERVICES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF SECURUS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

SECURUS VIDEO VISITATION SERVICE IS PROVIDED ON AN 'AS IS, AS AVAILABLE' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. SECURUS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. SECURUS MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE. WITHOUT LIMITATION ON THE FOREGOING: (i) SECURUS DOES NOT WARRANT THAT THE SITE OR SERVICE WILL OPERATE ERROR-FREE OR THAT THE SITE, THE SERVICE, OR ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE RESULTS DIRECTLY OR INDIRECTLY IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, SECURUS IS NOT RESPONSIBLE FOR THOSE COSTS; (ii) SECURUS MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE TRUTHFULNESS, ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF ANY ELECTRONIC COMMUNICATION ENGAGED IN BY USERS OR THE ACTIONS BY LAW ENFORCEMENT OFFICIALS IN HANDLING THE DATA. DOCUMENTS IMPLEMENTING THE SERVICE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS; (iii) SECURUS MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE CONTENT OF OUR WEBSITE, INCLUDING BUT NOT LIMITED TO BROKEN LINKS, INACCURACIES OR TYPOGRAPHICAL ERRORS; AND (iv) SECURUS MAKES NO REPRESENTATIONS OR GUARANTEES ABOUT THE ABILITY OF THE SERVICE TO WORK PROPERLY, COMPLETELY, OR AT ALL, FOR ANY GIVEN USER.

10. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Securus Technologies, Inc., and its officers, agents, assigns and employees, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, made by any third-party due to or arising out of the use of your connection to our website, our products and services, your violation of these terms, or your violation of any law or the rights of another. These obligations will survive any termination of your relationship with Securus or your use of our website. Securus reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with Securus in asserting any available defenses.

11. TERMINATION/SUSPENSION

You agree that Securus may immediately and without notice terminate or suspend your account, your access to our products or services, or your access to all or any part of our website. You agree that Securus may immediately and without notice change your password. Cause for such termination, suspension or change shall include, but not be limited to, (a) breaches or violations of these terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to our website (or any part thereof,) (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) engagement by you in fraudulent or illegal activities. Termination of your account includes (or, if Securus elects instead to suspend your account, may include any one or more of the following) (a) removal of access to all offerings within our website, (b) deletion of your password and all related information, files and other content associated with or inside your account (or any part thereof) and (c) barring of further use of our website. You agree that all terminations and suspensions for

cause shall be made in Securus' sole discretion and that Securus shall not be liable to you or any third party for any termination or suspension of your account, loss of storage, any associated e-mail address, or access to our website. Further, Securus reserves the right, to immediately terminate or suspend your account, any associated e-mail address, and access to our website at any time for any reason and without notice to you in its sole discretion.

12. MISCELLANEOUS

Securus' failure to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision. If any provision of these terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the terms and shall not affect the validity and enforceability of any remaining provisions. These terms shall be governed and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed in Texas. You agree that any legal action or proceeding between Securus and you for any purpose concerning these terms or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Texas. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement. Securus may assign its rights and duties under this Agreement to any party at any time without notice to you. Your rights and duties under these terms are not assignable by you without written consent of Securus. These terms do not provide any third party with a remedy, claim, or right of reimbursement. You must file any claim or suit related to our website within one year after it arises.

To protect customers against credit card fraud and unauthorized account use, Securus has procedures in place to review high volume transactions within a short period of time. To assure high use account activity is authorized, on occasion an account may be blocked to prevent the customer from credit card fraud or unauthorized use. Customers may trigger the company's blocking procedure, depending on the frequency, number, and amount of transactions.

13. PRIVACY POLICY

This privacy policy describes how Securus uses and protects the information we collect about you, our customers and the users of our products and services. Any and all purchases or users of Securus products and services, as well as visitors to our website, are subject to this privacy policy.

A) What information do we collect?

We collect information from you when you open an account or register for online account access. You may be asked, whether by a live agent, computer, telephone, mobile device or otherwise, to provide your name, date of birth, social security number, e-mail address, mailing address and phone number. You may be asked to provide a credit card number and associated information.

B) What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

- 1) To process transactions and manage your account (your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested);
- 2) To send you periodic e-mails (the e-mail address you provide may be used to send you information and updates pertaining to your order, services, balances or account status as well as occasional Securus news, updates, and related product or service information, etc.);
- 3) To personalize your experience (your information helps us to better respond to your individual needs);
- 4) To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs);

C) How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you open an account or otherwise provide, enter, submit, or access your personal information. We offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and encrypted into our payment gateway provider's database. There, it is accessible only by those employees and agents with special access authorization rights who are required to keep the information strictly confidential. Upon completion of a transaction, your private information (credit cards or debit card number, bank routing or checking account numbers, etc.) will not be stored on our servers.

D) Do we use cookies?

Yes. Securus uses cookies in two limited contexts, both for the sole purpose of assisting you in the use of your account. Cookies are used when a user enables either of these two features: 1) choosing to view the full site when accessing our website via a mobile device; or 2) choosing to have the website remember your information when logging into our website. The first type of cookie lasts only for the duration of the browsing session; the second type lasts for one year, and can be disabled or enabled as you select. By using our website, you consent to our use of cookies. More details regarding cookies in the context of Securus' video offerings is described below.

E) Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information, with the exception of trusted third parties who assist us in operating our website, conducting our business, or providing service to your account, so long as those parties agree to keep this information confidential or use it only in the same manner we do. We may also release your information as required by law, to enforce our website policies, or protect our or others rights, property, or safety.

F) Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. We have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

G) Information used in connection with and in support of law enforcement activities

When provided with a warrant or other lawful order, and when in possession of information about you, we will assist law enforcement in the conduct of its affairs. Law enforcement, by purchasing and using our services and accessing our website, shall act in accordance in all legal authorities.

H) Our Privacy Policies with respect to Securus Video Visitation

Our Privacy Policies with respect to Securus Video Visitation (SVV) are set forth in more detail below.

I) Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page, and we reserve the right to do so at our discretion. Any changes shall take effect immediately unless otherwise required by law. We will notify you of changes in advance in cases required by law.

13. Part II. ADDITIONAL PRIVACY POLICIES IN REGARD TO THE SECURUS VIDEO VISITATION (SVV) PRODUCT

In addition to the terms set forth above, the following shall also apply to purchases or users of Securus' Video Visitation (SVV):

J) Access by Governmental Authorities

Purchasers and users acknowledge, understand and agree that the SVV session and the data collected in the use of SVV will be accessed, reviewed, analyzed, searched, scrutinized, rendered searchable, compiled, assembled, accumulated, stored, used, licensed, sublicensed, assigned, sold, transferred and distributed by personnel involved in the correctional industry (federal, state, county and local), investigative (public and private), penological or public safety purposes and specifically including the Department of Homeland Security and any other anti-terrorist agency (federal, state and local) (collectively, "Law Enforcement").

K) No Responsibility

You agree that Securus assumes no responsibility for the activities, omissions or other conduct of any member of Law Enforcement (a "Law Enforcement Official"). Relative to SVV, Securus acts solely as a portal for the online distribution and publication of electronically distributed information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring electronic communications sent via this Service. Securus has no liability or responsibility to users for performance or nonperformance of the Service. Securus may take any action with respect to user submitted information that it deems necessary or appropriate, in its sole discretion.

L) General

Securus is committed to providing a means by which detainees (collectively "detainees" and individually a "detainee") currently incarcerated in a facility (collectively "facilities" and individually a "facility") may establish electronic communication with the user pursuant to this Service. The use of SVV is conducted pursuant to the terms hereof. We want to provide a helpful user experience, but one where all participants understand that the contents of any and all such SVV as well as the information relating to the transfer of money may be accessed, reviewed, analyzed, searched, scrutinized, rendered searchable, compiled, assembled, accumulated, stored, used, licensed, sublicensed, assigned, sold, transferred and distributed by Law Enforcement. As such, you must approach your use of SVV without any reasonable expectation that the contents of these communications are, or will remain, private and/or protected by any legal privilege. With that background in mind, the following reflects our approach to providing the SVV Service, whether you are currently a Detainee or a user.

M) Personal Information About Securus Video Visitation Users

When you sign up to use the SVV Service, you must provide Securus with certain personal information such as name, address, e-mail address, telephone number, credit card number, etc. We will use this information primarily in connection with efforts to provide the SVV Service. You understand, acknowledge and agree that this information may be shared with Law Enforcement and that we may use and compile that information as part of our responsibilities to Law Enforcement. As a result, you understand, acknowledge and agree that you will not have an expectation of privacy concerning the contents of any Account information.

N) Information that we automatically receive

In addition to the information you provide to us when you establish your SVV account, Securus receives and stores certain information whenever you participate in SVV. For example, and as noted above, Securus uses cookies. We do this so that we can recognize you when you visit our website. Additionally, we identify the numerical IP address assigned to your computer by your Internet Service Provider. By using our website, you consent to our use of cookies.

O) Use and Disclosure

The personal information collected also allows us to provide users with private and secure areas to prepare a profile for their use of the SVV. You can correct or update your profile at any time by logging into our website using your username and password in order to implement such corrections or updates. Securus shares information with companies

that help us process transactions such as credit card processors. Securus may also disclose information that we in good faith believe is necessary to investigate fraud or illegal activity, or to conduct investigations of violations of our Agreement. Securus will disclose information requested by a regulatory or government authority investigating illegal activities. Similarly, we will disclose your personal information whereby our company or business assets are transferred to a third party or if we are compelled to do so by law.

P) Release

By accessing and using our website, you hereby release and forever discharge Securus, all applicable Law Enforcement Officials and the facility from any and all liability, expense, cost or remedy which may arise as a result of your use of our website as well as the use of the Data in the manner described above

Q) Recording

You agree and understand that Video Visitation sessions may be recorded and monitored without prior notification. Some user types, as defined by the Facilities, will not be subject to recording and monitoring.

1. AdvanceConnect™ T&Cs

ADVANCECONNECT TERMS, CONDITIONS and FEES

An AdvanceConnect account is a friends and family-owned prepaid calling account that allows friends and family members to receive collect calls from inmates and have the call charges deducted automatically from the prepaid balance on the AdvanceConnect calling account. An AdvanceConnect prepaid calling account must be funded prior to receiving inmate calls.

Multiple phone numbers can be added to an AdvanceConnect account to ensure that inmate calls can connect to friends and family members at various numbers (work, mobile, home, other relatives, neighbors, friends, etc., subject to facility restrictions). Phone numbers can be added to or removed from an AdvanceConnect account by the AdvanceConnect account holder. Phone numbers associated with an AdvanceConnect account may receive inmate calls as long as there is an adequate prepaid balance of funds on the AdvanceConnect account to cover the cost of the inmate calls. An AdvanceConnect account owner will be held responsible for charges associated with all telephone numbers added to the account.

Friends and family members may open an AdvanceConnect account at 1-800-844-6591 or www.securustech.net. The following information is required when opening an AdvanceConnect account:

- First and Last Name
- Address
- City, State, Zip
- Passcode (PIN)
- Telephone number
- Email Address
- Name of the facility from which the account holder is receiving calls

AdvanceConnect account information can be accessed 24/7/365 at 1-800-844-6591 and www.securustech.net, which support requests to open an account, access account calling activity, fund an account, make account changes, close an account, or request a refund on an account. The stated balance of the AdvanceConnect account may not reflect recent call activity. Due to call processing cycles, it is possible to spend more than the total amount of funds available in the AdvanceConnect account. If an AdvanceConnect account has charges that exceed the account balance (in which case the account balance will be negative), the account will be blocked from receiving further inmate calls. AdvanceConnect account holders are responsible for payment of any balance due on the AdvanceConnect account. The AdvanceConnect account holder will be required to pay the amount due before the AdvanceConnect account will be unblocked. Account blocks are released periodically throughout the day, so it may take up to 24 hours for an AdvanceConnect account to be able to receive calls again after making a payment.

AdvanceConnect account holders may add money to their AdvanceConnect account by:

- Calling Securus at 1-800-844-6591
- Visiting the Securus website at www.securustech.net
- Using Personal Online Banking
- Mailing a personal check, money order or cashier's check to:

Securus Correctional Billing Services
PO Box 650757
Dallas, TX 75265-0757

Securus - Terms and Conditions

Payments sent via mail may take seven to ten business days to process. To ensure timely processing of a mailed payment, the payment should include documentation of the friend or family member's ten-digit telephone number and the AdvanceConnect account number.

- Visiting any Western Union agent location
- Visiting any MoneyGram agent or FormFree® location
- Using a lobby kiosk at select correctional facilities

Account Funding Conditions:

Funding Method	Payment Address	Payment Processing Fee*
Web	www.securustech.net	Up to \$3.00 - Visa and MasterCard
IVR	1-800-844-6591	Up to \$3.00 Visa and MasterCard
CSR	1-800-844-6591	Up to \$5.95 Visa and MasterCard
Postal Mail	Securus Correctional Billing Services PO Box 650757 Dallas, TX 75265-0757	\$0
Kiosk	Select facilities	\$3.00 cash; \$3.00 credit/debit card
MoneyGram	Express Payment blue form or FormFree®	\$10.99 (MoneyGram fee can vary; direct customer to MoneyGram)
Western Union	Quick collect blue form	\$11.95 (WU fee can vary; direct customer to WU)

* Standard pricing. Fee may vary by facility. This fee is associated with the convenience of using a Visa or MasterCard credit card or debit card for payment,

There is no payment processing fee imposed if the AdvanceConnect account payment is made by postal mail or via the AdvanceConnect account holder's online bill payment service through the account holder's personal bank.

In most cases, payments are posted to accounts within one hour. However, it can take up to 24 hours for the call management system to receive updated information about payments on these accounts. AdvanceConnect account holders can visit www.securustech.net or call 1-800-844-6591 after making a payment to check their account balances and confirm receipt of payment(s).

Billing Statements and Fees:

AdvanceConnect account holders do not receive bills on an AdvanceConnect accounts unless there is a negative account balance greater than \$10.00, in which case the account holder will be billed for the amount due on the account. AdvanceConnect account holders can go to www.securustech.net or call 1-800-844-6591 to get balance and other information on their AdvanceConnect accounts.

Applicable governmental taxes and fees are in addition to the rates and charges for calling service.

Multiple telephone numbers may be added to an AdvanceConnect account, including mobile phone numbers (subject to facility restrictions).

In any month that the Federal Universal Service Fund ("USF") charge is applied due to a friend or family member's receiving and accepting state-to-state or international calls from inmates.

Account Balance Notifications:

Securus may utilize automated account notification campaigns to let AdvanceConnect account holders know when the AdvanceConnect account requires additional funding in order to receive further inmate calls.

Account Closing:

AdvanceConnect account holders can initiate account closing by:

- Calling Securus at 1-800-844-6591

- Visiting the Securus website at www.securustech.net

Once an AdvanceConnect account holder has requested that his or her account be closed, the request is held for 7 to 10 days to allow for any unbilled calls or other charges to clear the account prior to closing. The account is then closed, and if applicable, a refund may be processed.

Refunds:

Refunds of unused balances, when provided, are credited back to the credit or debit card used to fund the AdvanceConnect account. If the AdvanceConnect account holder used a prepaid Visa or MasterCard to fund their account, the account holder must maintain possession of the card to ensure they receive their refund. If the AdvanceConnect account holder funded the account through check, money order, Western Union or MoneyGram, a refund check will be mailed to the AdvanceConnect account holder, which could take up to four weeks for processing. AdvanceConnect account holders have 180 days from the date of the last call received on the AdvanceConnect account to request a refund of any unused balance. The balance of the refund may vary based on when calls were last received. Alaska and TDCJ customers have 365 days to request a refund. Connecticut Department of Corrections unclaimed property will be remitted to the state after 3 years. Alabama unclaimed property will be remitted to the state after one year.

Other terms:

CT DOC customer may change their billing method at any time if they are good standing. Prepay customers will receive a 25% discount off collect calling rates.

More applicable terms and conditions apply. See Securus' General Terms and Conditions, including Privacy Policy, for further applicable terms and conditions.

2. Direct Bill T&Cs

DIRECT BILL TERMS, CONDITIONS AND FEES

A Direct Bill account is a friends and family-owned calling account that allows friends and family members to receive collect calls from inmates and have the call charges billed directly from Securus to the Direct Bill account holder each month. Friend and family members are required to pass a credit check in order to be approved for a Direct Bill account.

Multiple phone numbers can be added to a Direct Bill account to ensure that inmate calls can connect to friends and family members at various numbers (work, mobile, home, other relatives, neighbors, friends, etc.). Phone numbers can be added to or removed from a Direct Bill account by the Direct Bill account holder. A Direct Bill account owner will be held responsible for charges associated with all telephone numbers added to the account. Phone numbers associated with a Direct Bill account may receive inmate calls as long as the Direct Bill monthly credit limit has not been exceeded and there is no past-due balance on the Direct Bill account. Direct Bill allows inmate calls to connect to mobile phones, subject to facility restrictions.

Friend and family members may open a Direct Bill account at 1-800-844-6591 or www.securustech.net. The following information is required when opening a Direct Bill account:

- First and Last Name

- Address

- City, State, Zip

- Passcode (PIN)

- Email Address

- Social Security Number

- Driver's License Number

- Date of Birth

- Telephone number

- Name of the facility from which the account holder is receiving calls

Credit Check:

In order to establish a Direct Bill account, friends and family members must pass a credit check, which may involve a credit reporting agency. Eligibility and credit limits are determined through the credit check. The credit check requirement does not apply in Alaska.

Direct Bill account information can be accessed 24/7/365 at 1-800-844-6591 and www.securustech.net, which support requests to open an account, access account calling activity, make a payment, make account changes, or close an account. The stated balance of the Direct Bill account may not reflect recent call activity due to call processing

cycles. Monthly bill invoices must be paid in full by the due date or the Direct Bill account will be blocked from receiving further inmate calls. The Direct Bill account will be blocked from receiving further inmate calls if the monthly credit limit has been exceeded. Once the credit limit has been exceeded, the Direct Bill account holder must make a payment on the account before the Direct Bill account will be unblocked. Account blocks are released periodically throughout the day so it may take up to 24 hours for a Direct Bill account to be able to receive calls again after making a payment.

Direct Bill account holders may make payments on their Direct Bill accounts by:

- Calling Securus at 1-800-844-6591
- Visiting the Securus website at www.securustech.net
- Using Personal Online Banking
- Mailing a personal check, money order or cashier's check to:

Securus Correctional Billing Services

**PO Box 650757
Dallas, TX 75265-0757**

Payments sent via mail may take seven to ten business days to process. To ensure timely processing of a mailed payment, the payment should include documentation of the friend or family member's ten-digit telephone number and the Direct Bill account number.

- Visiting any Western Union agent location
- Visiting any MoneyGram agent or FormFree® location
- Visiting any JPay retail location

Account Payment Conditions:

Funding Method	Payment Address	Payment Processing Fee*
Web	www.securustech.net	Up to \$3.00 Visa or MasterCard
IVR	1-800-844-6591	Up to \$3.00 Visa or MasterCard
CSR	1-800-844-6591	Up to \$5.95 Visa or MasterCard
Postal Mail	Securus Correctional Billing Services PO Box 650757 Dallas, TX 75265-0757	\$0
MoneyGram	Express Payment blue form or FormFree®	\$10.99 (MoneyGram fee can vary; direct customer to MoneyGram)
Western Union	Quick collect blue form	\$11.95 (WU fee can vary; direct customer to WU)

*Standard pricing. Fee may vary by facility. This fee is associated with the convenience of using a Visa or MasterCard credit card or debit card for payment,

There is no payment processing fee imposed if the Direct Bill account payment is made by postal mail or via the Direct Bill account holder's online bill payment service through his or her personal bank.

In most cases, payments are posted to accounts within one hour. However, it can take up to 24 hours for the call management system to receive updated information about payments on these accounts. Direct Bill account holders can visit www.securustech.net or call 1-800-844-6591 after making a payment to check the account balance and confirm receipt of payment(s).

Billing Statements and Fees:

Direct Bill account holders will receive a detailed monthly bill statement of account activity with an invoice that requires payment due 20 days from the bill statement date. Monthly bill invoices must be paid in full by the due date or the Direct Bill account will be blocked from receiving further inmate calls. Late or non-payment of a Direct Bill invoice may restrict the ability of a friends and family members to obtain future credit. Bills paid seven (7) days or more late will be converted to a prepaid AdvanceConnect account. Securus may also take further collection action, including referral to a collection agency. Direct Bill account holders can go to www.securustech.net or call 1-800-844-6591 to get balance

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and other information on their Direct Bill accounts.

Applicable governmental taxes and fees are in addition to the rates and charges for calling service.

In any month that the Federal Universal Service Fund ("USF") charge is applied due to a friend or family member's receiving and accepting state-to-state or international calls from inmates.

Account Balance Notifications:

Securus may utilize automated account notification campaigns to let Direct Bill account holders know when there is a Direct Bill account payment coming due or past due or if the account has been blocked from receiving further inmate calls.

Account Closing:

Direct Bill account holders can initiate account closing by:

- Calling Securus at 1-800-844-6591
- Visiting the Securus website at www.securustech.net

Once a Direct Bill account holder has requested that his or her account be closed the request is held for 7 to 10 calendar days to allow for any unbilled calls or other charges to clear the account prior to closing. If there are any outstanding charges, the Direct Bill account holder will be issued a final bill statement and invoice.

Securus may initiate the closing of a Direct Bill account due to fraudulent account activity.

Refunds:

Occasionally a Direct Bill account holder may over-pay the bill and request a refund of the amount overpaid. To request a refund, the Direct Bill account holder must call Securus at 1-800-844-6591. There is no charge to the customer to receive a refund in these cases.

Other terms:

CT DOC customer may change their billing method at any time if they are good standing. Prepay customers will receive a 25% discount off collect calling rates.

More applicable terms and conditions apply. See Securus' General Terms and Conditions, including Privacy Policy, for further applicable terms and conditions.

3. Traditional Collect T&Cs

TRADITIONAL COLLECT TERMS, CONDITIONS AND FEES

A Traditional Collect account allows friends and family members to receive collect calls from inmates and have the call charges billed monthly on the friend or family member's local exchange provider (local telephone company) telephone bill, subject to local exchange provider restrictions.

Traditional Collect accounts are created automatically (one account per telephone number receiving collect inmate calls) when a friend or family member positively accepts a collect call from a correctional facility. The friend or family member's telephone number receiving collect inmate calls is used as the Traditional Collect account number.

Traditional Collect accounts are automatically assigned a 90-day rolling spending limit. Each time a collect call from an inmate is accepted by the friend or family member, the call charges are posted to the Traditional Collect account and deducted from the available spending limit. Securus then submits the call charges to the account holder's local telephone company to add to the account holder's local telephone bill. Traditional Collect account holders are unable to increase their spending limit. There is a limit on the number of collect inmate calls that can be accepted within a 24-hour period. Friends and family members can spend a maximum of \$60.00 in any 24-hour period and can only spend up to their spending limit. If the Traditional Collect account spending limit is exceeded during any rolling 90-day period, the Traditional Collect account will be temporarily blocked from receiving additional inmate calls. As the charges roll off and the Traditional Collect account balance drops back below the 90-day rolling spending limit, the account will be unblocked and able to accept additional inmate calls up to the spending limit. Should a friend or family member wish to receive inmate calls in advance of the Traditional Collect account's being unblocked, the friend or family member must contact Securus to establish an AdvanceConnect or Direct Bill account.

Traditional Collect account information can be accessed 24/7/365 at 1-800-844-6591 and www.securustech.net. Stated Traditional Collect account activity may not reflect recent call activity due to call processing cycles.

Billing Statements and Fees:

Traditional Collect account holders will receive a monthly bill statement from their local exchange providers (local telephone company) that will include line items for the call charges incurred from collect calls received from inmates.

Applicable governmental taxes and fees are in addition to the rates and charges for calling service.

Account Closing:

Friends and family members should no longer positively accept collect calls from inmates if they do not want to have those call charges billed. Securus reserves the right to no longer process collect calls via Traditional Collect if fraudulent account activity is suspected or if the friends and family member's local exchange provider (local telephone company) no longer supports collect inmate call billing.

Other terms:

CT DOC customer may change their billing method at any time if they are good standing. Prepay customers will receive a 25% discount off collect calling rates.

More applicable terms and conditions apply. See Securus' General Terms and Conditions, including Privacy Policy, for further applicable terms and conditions.

4. Inmate Debit T&Cs

INMATE DEBIT TERMS, CONDITIONS and FEES

Inmate Debit is an inmate-owned prepaid calling account used by inmates to pay for telephone calls. Correctional facilities have the option of allowing inmates and/or friends and family members to add money to Inmate Debit accounts. If allowed by the correctional facility, an inmate may transfer funds from his or her facility trust/commissary account into an Inmate Debit account by making a request through the commissary. If allowed by the correctional facility, friends and family members may deposit funds directly into an Inmate Debit account. Friends and family members may deposit funds into Inmate Debit calling accounts without being required to create their own Securus calling accounts.

Applicable governmental taxes and fees are in addition to the rates and charges for calling service.

Funds deposited by friends and family members into an Inmate Debit account become the property of the inmate. Therefore, friends and family members are not authorized to request access to Inmate Debit account activity or request account credits, nor are friends and family members eligible to receive refunds on an Inmate Debit account.

Friends and family members may add money to Inmate Debit accounts (subject to facility restrictions) by:

- Calling Securus at 1-800-844-6591
- Visiting the Securus website at www.securustech.net
- Using personal online banking (with routing and account numbers, and names)
- Mailing a personal check, money order or cashier's check to:

Securus Inmate Debit Account

**PO Box 975420
Dallas, TX 75397-5420**

Payments sent via mail may take seven to ten business days to process and MUST include an Inmate Debit Pay by Mail Remittance Slip found at www.securustech.net.

- Visiting any MoneyGram agent or FormFree® location:

Friend and family members MUST print an Inmate Debit Payment Form found at www.securustech.net before going to a MoneyGram location.

- Using a lobby kiosk at select correctional facilities

Account Funding Conditions:

Funding Method	Payment Address	Payment Processing Fee*
Web	www.securustech.net	Up to \$3.00 Visa or MasterCard
IVR	1-800-844-6591	Up to \$3.00 Visa or MasterCard
CSR	1-800-844-6591	Up to \$5.95 Visa or MasterCard
Postal Mail *Remittance Slip Required	Securus Correctional Billing Services PO Box 975420 Dallas, TX 75397-5420	\$0
Kiosk	Select facilities	\$3.00 cash; \$3.00 credit/debit card

MoneyGram	Express Payment blue form or FormFree®	\$10.99 (MoneyGram fee can vary; direct customer to MoneyGram)
*Payment Form Required		

* Standard pricing. Fee may vary by facility. This fee is associated with the convenience of using a Visa or MasterCard credit card or debit card for payment,

Other terms:

More applicable terms and conditions apply. See Securus' General Terms and Conditions, including Privacy Policy, for further applicable terms and conditions.

5. Text Alert and Notification Service

TEXT ALERT AND NOTIFICATION TERMS, CONDITIONS and FEES

Participation in Securus Notification Alerts (5msg / month). **Message and data rates may apply.**

To opt-out, text the word **STOP to 77929**. For Help, text the word **HELP to 77929**.

For more information please contact Securus Customer Care at 1-800-844-6591 or at customer_service@securustech.net.

Availability:

Alert and Notification Service is available through the following carriers: AT&T, Alltel, T-Mobile, Verizon Wireless, U.S. Cellular, Sprint, Nextel, Boost, Cellcom, Cellular One, C-Spire Wireless, Cincinnati Bell, nTelos, Virgin Mobile, ACS Wireless, Bluegrass, ECIT - Cellular One of East Central Illinois, EKN - Appalachian Wireless, GCI Communications, Immix - PC Management, Inland Cellular, IVC - Illinois Valley Cellular, Metro PCS, Nex-Tech Wireless, RCC/Unicel, Revol, RINA/All West Wireless, RINA/CTC Telecom-Cambridge, RINA/FMTC-Farmers Mutual Telephone Co., RINA/Nucla-Naturita Telephone Co., RINA/Silverstar, RINA/Snake River PCS, RINA/South Central, RINA/Syringa Wireless, RINA/UBET, West Central Wireless

Through its Text Alert and Notification Service, Securus offers a number of SMS (Text Message) features designed to assist you in managing your Securus account. Message and data rates may apply.

Text Alert and Notification service assists you with the following, described in more detail below:

- (a) AdvanceConnect Low Balance Notification (General Account Notification);
- (b) Direct Bill Invoice Due Notification (General Account Notification);
- (c) AdvanceConnect AutoPay Payment Notification (Payment Program Notification);
- (d) AdvanceConnect TextPay Notification (Payment Program Notification); and
- (e) Direct Bill TextPay Notification (Payment Program Notification).

(a) AdvanceConnect Low Balance Notification:

When you register to receive AdvanceConnect Low Balance notifications, we will send you a text every time your account balance reaches \$10.00.

(b) Direct Bill Invoice Due Notification:

When you register to receive Direct Bill Invoice Due notifications you will receive notifications within 10, 7, and 3 days of your invoice being due.

(c) AdvanceConnect AutoPay Payment Notification:

When you register to use AutoPay with your AdvanceConnect account, you will receive a text notification with payment confirmation or payment failure. If you receive a payment failure notification you should update your AutoPay credit card information. If you believe your credit card information is good, please call Customer Care at 1-800-844-6591 to troubleshoot the issue further. With the AutoPay Payment Confirmation notification the amount of the transaction will be provided. For further information about the transaction please log in to Securus Online to view your account.

(d) AdvanceConnect TextPay Notification:

When you register to use TextPay with your AdvanceConnect account, you will receive a text notification that will give you the option to fund your AdvanceConnect account immediately with a preset amount of your choice by responding with the word PAY. Once a payment has been made with TextPay, you will receive a payment confirmation or

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payment failure. If you receive a payment failure notification, you should update your TextPay credit card information. If you believe your credit card information is good, please call Customer Care at 1-800-844-6591 to troubleshoot the issue further. With the TextPay payment confirmation notification, the amount of the transaction will be provided. For further information about the transaction, please log in to Securus Online to view your account.

(e) Direct Bill TextPay Notification

When you register to use TextPay to pay your Direct Bill invoice, you will receive a text notification that will give you the option to pay your Direct Bill invoice immediately by responding with the word PAY. Once a payment has been made with TextPay, you will receive a payment confirmation or payment failure. If you receive a payment failure notification, you should update your TextPay credit card information. If you believe your credit card information is good, please call Customer Care at 1-800-844-6591 to troubleshoot the issue further. With the TextPay Payment Confirmation notification, the amount of the transaction will be provided. For further information about the transaction, please log in to Securus Online to view your account.

Other Operational Notifications:

If you are registered to receive one or more of the above text notifications, we may from time to time send other operational messages about your account to your registered mobile phone.

Terms:

Any and all information supplied under this service is additional to and does not replace the information we make available to you in accordance with the Customer Agreement.

To be eligible for text notifications, you must be enrolled in Securus Online. You can register online or over the phone. Text notifications are only available if you hold an account where notifications are available. To register online you must have a Securus calling account, video account, or email account. We will allow you to register two mobile numbers with us at any time; one for General Account Notifications and one for Payment Program Notifications. If you are registered to receive text notifications and alerts about more than one account, you will be asked to choose which account you would like to receive notifications for by selecting the account type and account number presented on your notifications settings page.

We will send information about your current accounts to a mobile phone registered with a United States Mobile Phone Carrier. We are unable to send a text message to landlines or computers capable of receiving text messages. We will only send you each text once. If you delete a text we cannot send it again. If you do not confirm your subscription within 12 hours of signing up for text notifications, you will have to re-enroll and start the process over again. We will start sending text notifications and alerts within 48 hours of confirmation of registration for the service.

You can ask us to unsubscribe from your notifications at any time by replying STOP to any text notification, online with Securus Online by editing your Notification Settings, or over the phone by calling Customer Care 1-800-844-6591. Unsubscribing from text notifications will only apply to the text alert service for the specific account enrolled in notifications. Text notifications will cease within 24 hours of suspension. Text messages will be sent seven days a week between the hours of 8:00 AM and 8:00 PM of your local time zone. Notifications will be sent based on calling usage, your AdvanceConnect balance, and/or your Direct Bill invoice due date. Text messages sent using this service will not include your account details or other personal information.

Charges and Fees:

Securus does not currently charge a fee to enroll and use text notifications, AutoPay, or TextPay, but we may apply or introduce new charges on two months' notice. As noted above, message and data rates may apply. You are responsible for charges from your mobile phone carrier, so ensure you check with them about message and data rates that could apply.

Standard transaction fees of up to \$3.00 may apply for AutoPay and TextPay programs when funds are added to your AdvanceConnect account or when your Direct Bill invoice is paid.

Cancellation:

If you wish to stop receiving text notifications, you can unsubscribe from your notifications at any time by replying STOP to any text notification, by visiting Securus Online and editing your Notification Settings, or by calling Customer Care 1-800-844-6591. Unsubscribing from text notifications will only apply to the text notification service for the specific account enrolled. Text notifications will cease within 24 hours of being unsubscribed. We may decide to withdraw the service and would do so by giving you at least two months' written notice. We may withdraw the service with immediate effect without prior notice to comply with the law, to protect security, or to combat fraud or on any ground as set out in the Customer Agreement.

General Provisions:

Sometimes repairs, updates, and routine maintenance on our systems and those of our suppliers may mean that text notifications may be unavailable from time to time. We will not be liable if text notifications and alerts are unavailable at any time for reasons that we cannot control or if you do not receive text notifications or alerts for reasons within your

control, i.e., your phone being switched off, there is no network coverage, or you change your mobile phone number.

You are responsible for making sure no one has access to confidential information shown on (or stored in) your mobile phone. If your phone is lost or stolen, or if you change your number or mobile phone carrier, it is your responsibility to ask us to suspend your text notifications as soon as possible. Otherwise we will continue to provide text notifications and alerts to the mobile number you have registered for the service. We will not be liable if your account information becomes known to someone because you do not notify us or if the registration information you gave us is incorrect.

We may send you emails from time to time with information about the service explaining how the service works and any steps that you need to take in relation to the service.

Other terms:

More applicable terms and conditions apply. See Securus' General Terms and Conditions, including Privacy Policy, for further applicable terms and conditions.

6. Secure Video Visitation Service

SECURE VIDEO VISITATION TERMS, CONDITIONS and FEES

Securus Video Visitation is a web-based visitation system that allows family members, friends, attorneys and other approved visitors to schedule and participate in video visitation sessions with an inmate using Internet access from a smartphone, tablet or computer with a webcam. Visits are scheduled in advance according to the specific correctional facility's visitation hours and policies.

Securus Video Visitation allows users to avoid the time, expense and hassle of travelling to and from a correctional facility to visit an inmate.

Billing and Payments:

Note: A credit card will be required in order to process the visitation fee. If you do not have a credit card, you can purchase a pre-paid Visa or MasterCard. These are available at general retailers (such as Walmart, Kmart and Target) as well as many drug stores (such as Walgreens and Rite Aid).

Visits are pre-paid and non-refundable. If you believe there was a system problem that did not allow you to participate in a scheduled video visit, please fill out and submit a [Credit Request Form](#). We will review and reply to your request within 72 hours.

Securus is not responsible for disconnects due to behavior issues, disconnects initiated by the correctional facility, or disconnects due to Internet connection or hardware malfunctions. If you believe your session was disconnected due to a Securus Video Visitation system error, fill out and submit a [Credit Request Form](#). We will review and reply to your request within 72 hours.

Pricing, session lengths, and hours of availability of Securus Video Visitation may differ depending on the facility chosen or the visitation center being used.

Once scheduled, a Video Visitation session must be attended during the scheduled time period. Failure to sign on at the scheduled time or signing on late will not extend the session time period for which you paid.

In limited situations, Securus may, at its discretion, offer a credit for a scheduled and paid Video Visitation session. A credit is defined as funds used to pay for a session being placed back on to the user's account, which are available for use for another future Video Visitation session. Credits may occur when a) the facility cancels a paid Video Visitation session before the session begins, b) the facility rejects a paid Video Visitation session prior to it starting, and c) Securus cancels a paid Video Visitation session before the session begins. Credits will not be given for sessions where the scheduled time has started or prior to session completion. Credits shall expire 90 days from date of issue.

Service Fees. In addition to the service payment and in consideration for the use of the service, you agree to pay Securus a fee for (a) each scheduled Securus Video Visitation session at the applicable rates then in effect, which will include applicable fees, taxes, surcharges and other charges. The applicable service fee(s) for your use of Securus Video Visitation will be provided on the website. As a result, you will be able to understand the amount of the applicable service fees before you pay for and schedule a Securus Video Visitation session. All service fees are non-refundable and non-creditable.

For more detailed information please use the links below to find the facility you will be visiting. Click on the county name to see hours of operation, price, and the location of visitation centers.

[Payments](#) :

Securus Correctional Billing Services

PO Box 650757

Dallas, TX 75265-0757

[Correspondence](#) :

Securus Correctional Billing Services

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PO Box 1109

Addison, TX 75001

Customer Service Hours of Operation :

24 hours a day, 7 days a week

Automated System: Always Available

Service :

Main Support: 1-800-844-6591

Securus Video Visitation Support: 1-877-578-3658

System Requirements and Setting up an Account:

In order to use Securus Video Visitation you will need to have Javascript enabled in your browser, Microsoft Windows Operating system (XP, Vista or Windows 7) and Adobe Flash Player.

Most built-in cameras on laptops are good enough in terms of picture quality.

For users with an external webcam, we recommend using a 1.3 megapixel USB web-camera. You can purchase these types of webcams at most electronics stores (such as Best Buy and Radio Shack) and many general retailers (such as Walmart, Kmart, and Target).

There is also small JAVA client that is required in order for Securus Video Visitation to transmit the audio and video.

You can verify that your system is up to date by visiting our test page [here](#).

- A Desktop or Laptop.
- Operating System: Windows XP OR Windows Vista (32-bit) OR Windows 7 (32-bit). MacOSX and Ubuntu versions are currently offered.
- A built-in or external webcam. We recommend using one with a resolution of at least 1.3 megapixels.
- An Internet browser (Internet Explorer or Mozilla Firefox)
- Broadband Internet access (DSL or Cable) - 256KB minimum upstream and downstream
- Speakers/Headset and microphone (built-in or external)

In order to begin visiting with an inmate from the comfort of your home, office, or any location equipped with high speed Internet, a PC, and webcam, you must first create a Securus Video Visitation account.

Securus is not responsible for the quality of your Internet connection or for the setup and operation of your computer, web camera, or other hardware. Problems related to your Internet connection or hardware should be directed to your Internet service provider or a qualified computer repair technician.

Other terms:

More applicable terms and conditions apply. See Securus' General Terms and Conditions, including Privacy Policy, for further applicable terms and conditions.

SMS AND MOBILE TERMS AND CONDITIONS

Participation in Securus Notification Alerts (**5 msgs/month**).

Message and data rates may apply.

To opt-out text the word **STOP to 77929**. For Help text the word **HELP to 77929**.

For more information please contact Securus Customer Care at 1-800-844-6591 or at customer_service@securustech.net.

Carrier List:

AT&T, Alltel, T-Mobile, Verizon Wireless, U.S. Cellular, Sprint, Nextel, Boost, Cellcom, Cellular One, C-Spire Wireless, Cincinnati Bell, nTelos, Virgin Mobile, ACS Wireless, Bluegrass, ECIT - Cellular One of East Central Illinois, EKN - Appalachian Wireless, GCI Communications, Immix - PC Management, Inland Cellular, IVC - Illinois Valley Cellular, Metro PCS, Nex-Tech Wireless, RCC/Unicel, Revol, RINA/All West Wireless, RINA/CTC Telecom-Cambridge, RINA/FMTC-Farmers Mutual Telephone Co., RINA/Nucla-Naturita Telephone Co., RINA/Silverstar, RINA/Snake River PCS, RINA/South Central, RINA/Syringa Wireless, RINA/UBET, West Central Wireless

Additional Conditions

These additional conditions relate to the SMS Alert and Notification Service and supplement and amend the general conditions of your Customer Agreement with Securus

Technologies, Inc. (Securus) In the event of any inconsistency between these additional conditions and the general conditions of the Customer Agreement, these terms will apply in relation to the SMS Alert and Notification Service (the 'service').

1. GENERAL SERVICE PROVISION

1.1 The provision of this service involves Securus sending you text notifications with information about your current accounts through your mobile phone. These text based services are explained in conditions 5, 6, 7, 8 and 9 and include:

- (a) AdvanceConnect Low Balance Notification (General Account Notification);
- (b) Direct Bill Invoice Due Notification (General Account Notification);
- (c) AdvanceConnect AutoPay Payment Notification (Payment Program Notification);
- (d) AdvanceConnect TextPay Notification (Payment Program Notification); and
- (e) Direct Bill TextPay Notification (Payment Program Notification).

Visit www.securustech.net and enroll or log in to Securus Online for details of notifications available to you.

1.2 Any and all information supplied under this service is additional to and does not replace the information we make available to you in accordance with the Customer Agreement.

1.3 To be eligible for text notifications, you must be enrolled in Securus Online. You can register online or over the phone. Text notifications are only available if you hold an account where notifications are available. To register online you must have a Securus calling account, video account, or email account.

1.4 We will allow you to register twomobile numbers with us at any time; one for General Account Notifications and one for Payment Program Notifications. If you are registered to receive text notifications and alerts about more than one account you will be asked to choose which account you would like to receive notifications for by selecting the account type and account number presented on your notifications settings page.

1.5 We will send information about your current accounts to a mobile phone registered with a United States Mobile Phone Carrier. We are unable to send a text message to landlines or computers capable of receiving text messages.

1.6 We will only send you each text once. If you delete a text we cannot send it again. If you do not confirm you subscription within 12 hours of signing up for text notifications you will have to re-enroll and start the process over again.

1.7 We will start sending text notifications and alerts within 48 hours of confirmation of registration for the service.

1.8 You can ask us to unsubscribe from your notifications at any time by replying STOP to any text notification, online with Securus Online by editing your Notification Settings, or over the phone by calling Customer Care 1-800-844-6591. Unsubscribing from text notifications will only apply to the text alert service for the specific account enrolled in notifications. Text notifications will cease within 24 hours of suspension.

1.9 Text messages will be sent Monday to Sunday between the hours of 8:00 AM and 8:00 PM of your local time zone. Notifications will be sent based on calling usage, your AdvanceConnect balance, and/or your Direct Bill invoice due date.

1.10 Text messages sent using this service will not include your account details or other personal information.

2. CHARGING

2.1 Securus does not currently charge a fee to enroll and use text notifications, AutoPay, or TextPay, but we may apply or introduce new charges on 2 months' personal notice.

2.2 Message and data rates may apply. You are responsible for charges from your mobile phone carrier, so ensure you check with them about message and data rates that could apply.

3. FEES

3.1 Standard transaction fees of up to \$3.00 may apply for AutoPay and TextPay programs when funds are added to your AdvanceConnect account or when your Direct Bill invoice is paid.

3.2 Applicable governmental taxes and fees are in addition to the rates and charges for calling service.

4. CANCELLATION

4.1 If you wish to stop receiving text notifications you can unsubscribe from your notifications at any time by replying STOP to any text notification, by visiting Securus Online and editing your Notification Settings, or by calling Customer Care 1-800-844-6591. Unsubscribing from text notifications will only apply to the text notification service for the specific account enrolled. Text notifications will cease within 24 hours of being unsubscribed.

4.2 We can decide to withdraw the service by giving you at least two months' written notice. We can decide to withdraw the service with immediate effect without prior notice to comply with the law, to protect security, or to combat fraud or on any ground as set out in the Customer Agreement.

5. ADVANCECONNECT LOW BALANCE NOTIFICATION

5.1 If you register to receive AdvanceConnect Low Balance notifications we will send you a text every time your account balance reaches \$10.00.

6. DIRECT BILL INVOICE DUE NOTIFICATION

6.1 If you register to receive Direct Bill Invoice Due notifications you will receive notifications within 10, 7, and 3 days of your invoice being due.

7. ADVANCECONNECT AUTOPAY PAYMENT NOTIFICATION

7.1 If you register to use AutoPay with your AdvanceConnect account, you will receive a text notification with payment confirmation or payment failure. If you receive a payment failure notification you should update your AutoPay credit card information. If you believe your credit card information is good, please call Customer Care at 1-800-844-6591 to troubleshoot the issue further.

7.2 With the AutoPay Payment Confirmation notification the amount of the transaction will be provided. For further information about the transaction please log in to Securus Online to view your account.

8. ADVANCECONNECT TEXTPAY NOTIFICATION

8.1 If you register to use TextPay with your AdvanceConnect account, you will receive a text notification that will give you the option to fund your AdvanceConnect account immediately with a preset amount of your choice by responding with the word PAY. Once a payment has been made with TextPay you will receive a payment confirmation or payment failure. If you receive a payment failure notification you should update your TextPay credit card information. If you believe your credit card information is good, please call Customer Care at 1-800-844-6591 to troubleshoot the issue further.

8.2 With the TextPay payment confirmation notification the amount of the transaction will be provided. For further information about the transaction please log in to Securus Online to view your account.

9. DIRECT BILL TEXTPAY NOTIFICATION

9.1 If you register to use TextPay to pay your Direct Bill invoice, you will receive a text notification that will give you the option to pay your Direct Bill invoice immediately by responding with the word PAY. Once a payment has been made with TextPay you will receive a payment confirmation or payment failure. If you receive a payment failure notification you should update your TextPay credit card information. If you believe your credit card information is good, please call Customer Care at 1-800-844-6591 to troubleshoot the issue further.

9.2 With the TextPay Payment Confirmation notification the amount of the transaction will be provided. For further information about the transaction please log in to Securus Online to view your account.

10. OTHER OPERATIONAL NOTIFICATIONS

10.1 If you are registered to receive one or more of the above text notifications, we may from time to time send other operational messages about your account to your registered mobile phone.

11. GENERAL PROVISIONS

11.1 Sometimes repairs, updates, and routine maintenance on our systems and those of our suppliers may mean that text notifications may be unavailable from time to time. We will not be liable if text notifications and alerts are unavailable at any time for reasons that we cannot control or if you do not receive text notifications or alerts for reasons within

your control, i.e., your phone being switched off, there is no network coverage, or you change your mobile phone number.

11.2 You are responsible for making sure no one has access to confidential information shown on (or stored in) your mobile phone. If your phone is lost or stolen, or if you change your number or mobile phone carrier, it is your responsibility to ask us to suspend your text notifications as soon as possible. Otherwise we will continue to provide text notifications and alerts to the mobile number you have registered for the service. We will not be liable if your account information becomes known to someone because you do not notify us or if the registration information you gave us is incorrect.

11.3 We may send to you emails from time to time with information about the service explaining how the service works and any steps that you need to take in relation to the service.

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Cancellations: I understand that I must cancel my subscription, before the next billing cycle, upon the inmate's release (via my PayPal account Preapproved Payment Settings).

Cancellations: Failure to cancel my recurring subscription billing (via my PayPal account) could/will result in additional monthly billing charges – which will not be refunded.

Delivery: I understand that it is at the discretion of the facility, in accordance with their policies and procedures, on when to distribute tablets to inmates.

Damage: I understand that if a tablet is physically broken, that a second tablet will not be returned back to the recipient, and the recipient will no longer be eligible for participation in the program.

FAQs: I am aware that explanations on ordering, cancellations, returns and refunds can be found in the Frequently Asked Questions (FAQ) section on the www.securustablet.com website.

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PRIVACY STATEMENT



Email Address

Password

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Privacy Policy

PART I: PRIVACY POLICY

This privacy policy describes how Securus uses and protects the information we collect about you, our customers and the users of our products and services. Any and all purchases or users of Securus products and services, as well as visitors to our website, are subject to this privacy policy.

A) What information do we collect?

We collect information from you when you open an account or register for online account access. You may be asked, whether by a live agent, computer, telephone, mobile device or otherwise, to provide your name, date of birth, social security number, e-mail address, mailing address and phone number. You may be asked to provide a credit card number and associated information.

B) What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

- 1) To process transactions and manage your account (your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested);
- 2) To send you periodic e-mails (the e-mail address you provide may be used to send you information and updates pertaining to your order, as well as occasional Securus news, updates, and related product or service information, etc.);
- 3) To personalize your experience (your information helps us to better respond to your individual needs);
- 4) To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs);

C) How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you open an account or otherwise provide, enter, submit, or access your personal information. We offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and encrypted into our payment gateway provider's database. There, it is accessible only by those employees and agents with special access authorization rights who are required to keep the information strictly confidential. Upon completion of a transaction, your private information (credit cards or debit card number, bank routing or checking account numbers, etc.) will not be stored on our servers.

D) Do we use cookies?

Yes. Securus uses cookies in two limited contexts, both for the sole purpose of assisting you in the use of your account. Cookies are used when a user enables either of these two features: 1) choosing to view the full site when accessing our website via a mobile device; or 2) choosing to have the website remember your information when logging into our website. The first type of cookie lasts only for the duration of the browsing session; the second type lasts for one year, and can be disabled or enabled as you select. By using our website, you consent to our use of cookies. More details regarding cookies in the context of Securus' video offerings is described below.

E) Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information, with the exception of trusted third parties who assist us in operating our website, conducting our business, or providing service to your account, so long as those parties agree to keep this information confidential. We may also release your information as required by law, to enforce our website policies, or protect our or others rights, property, or safety.

F) Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. We have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

G) Information used in connection with and in support of law enforcement activities

When provided with a warrant or other lawful order, and when in possession of information about you, we will assist law enforcement in the conduct of its affairs. Law enforcement, by purchasing and using our services and accessing our website, shall act in accordance in all legal authorities.

H) Our Privacy Policies with respect to Securus Video Visitation

Our Privacy Policies with respect to Securus Video Visitation (SVV) are set forth in more detail below.

I) Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page, and we reserve the right to do so at our discretion. Any changes shall take effect immediately unless otherwise required by law. We will notify you of changes in advance in cases required by law.

Part II. ADDITIONAL PRIVACY POLICIES IN REGARD TO THE SECURUS VIDEO VISITATION (SVV) PRODUCT

In addition to the terms set forth above, the following shall also apply to purchases or users of Securus' Video Visitation (SVV):

J) Access by Governmental Authorities

Purchasers and users acknowledge, understand and agree that the SVV session and the data collected in the use of SVV will be accessed, reviewed, analyzed, searched, scrutinized, rendered searchable, compiled, assembled, accumulated, stored, used, licensed, sublicensed, assigned, sold, transferred and distributed by personnel involved in the correctional industry (federal, state, county and local), investigative (public and private), penological or public safety purposes and specifically including the Department of Homeland Security and any other anti-terrorist agency (federal, state and local) (collectively, "Law Enforcement").

K) No Responsibility

You agree that Securus assumes no responsibility for the activities, omissions or other conduct of any member of Law Enforcement (a "Law Enforcement Official"). Relative to SVV, Securus acts solely as a portal for the online distribution and publication of electronically distributed information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring electronic communications sent via this Service. Securus has no liability or responsibility to users for performance or nonperformance of the Service. Securus may take any action with respect to user submitted information that it deems necessary or appropriate, in its sole discretion.

L) General

Securus is committed to providing a means by which detainees (collectively "detainees" and individually a "detainee") currently incarcerated in a facility (collectively "facilities" and individually a "facility") may establish electronic communication with the user pursuant to this Service. The use of SVV is conducted pursuant to the terms hereof. We want to provide a helpful user experience, but one where all participants understand that the contents of any and all such SVV as well as the information relating to the transfer of money may be accessed, reviewed, analyzed, searched, scrutinized, rendered searchable, compiled, assembled, accumulated, stored, used, licensed, sublicensed, assigned, sold, transferred and distributed by Law Enforcement. As such, you must approach your use of SVV without any reasonable expectation that the contents of these communications are, or will remain, private and/or protected by any legal privilege. With that background in mind, the following reflects our approach to providing the SVV Service, whether you are currently a Detainee or a user.

M) Personal Information About Securus Video Visitation Users

When you sign up to use the SVV Service, you must provide Securus with certain personal information such as name, address, e-mail address, telephone number, credit card number, etc. We will use this information primarily in connection with efforts to provide the SVV Service. You understand, acknowledge and agree that this information may be shared with Law Enforcement and that we may use and compile that information as part of our responsibilities to Law Enforcement. As a result, you understand, acknowledge and agree that you will not have an expectation of privacy concerning the contents of any Account information.

N) Information that we automatically receive

In addition to the information you provide to us when you establish your SVV account, Securus receives and stores certain information whenever you participate in SVV. For example, and as noted above, Securus uses cookies. We do this so that we can recognize you when you visit our website.

Additionally, we identify the numerical IP address assigned to your computer by your Internet Service Provider. By using our website, you consent to our use of cookies.

O) Use and Disclosure

The personal information collected also allows us to provide users with private and secure areas to prepare a profile for their use of the SVV. You can correct or update your profile at any time by logging into our website using your username and password in order to implement such corrections or updates. Securus shares information with companies that help us process transactions such as credit card processors. Securus may also disclose information that we in good faith believe is necessary to investigate fraud or illegal activity, or to conduct investigations of violations of our Agreement. Securus will disclose information requested by a regulatory or government authority investigating illegal activities. Similarly, we will disclose your personal information whereby our company or business assets are transferred to a third party or if we are compelled to do so by law.

P) Release

By accessing and using our website, you hereby release and forever discharge Securus, all applicable Law Enforcement Officials and the facility from any and all liability, expense, cost or remedy which may arise as a result of your use of our website as well as the use of the Data in the manner described above

Q) Recording

You agree and understand that Video Visitation sessions may be recorded and monitored without prior notification. Some user types, as defined by the Facilities, will not be subject to recording and monitoring.

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Marlene H. Dortch, Secretary

July 25, 2017

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cc (by/email):

Chairman Ajit Pai

Commissioner Mignon Clyburn

Commissioner Michael O’Rielly

Brendan Carr, General Counsel

Kris Monteith, Chief, Wireline Competition Bureau

Tom Sullivan, Chief, International Bureau

Rosemary Harold, Chief, Enforcement Bureau

Kristine Fargostein, Office of Chairman Pai

Jay Schwarz, Office of Chairman Pai

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Tracey Wilson, Wireline Competition Bureau

David Krech, International Bureau

Richard Hindman, Enforcement Bureau

Sumita Mukhoty, International Bureau

Paul C. Besozzi, Counsel for Transferor and Licensees

William B. Wilhelm, Jr., Counsel for the Transferee